

<i>SERFF Tracking Number:</i>	<i>UHLC-127153197</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>UnitedHealthcare Insurance Company</i>	<i>State Tracking Number:</i>	<i>49019</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>H07G Group Health - Specified Disease - Limited Benefit</i>	<i>Sub-TOI:</i>	<i>H07G.001 Critical Illness</i>
<i>Product Name:</i>	<i>Group Critical Illness</i>		
<i>Project Name/Number:</i>	<i>2011 Employer/</i>		

Filing at a Glance

Company: UnitedHealthcare Insurance Company

Product Name: Group Critical Illness	SERFF Tr Num: UHLC-127153197	State: Arkansas
TOI: H07G Group Health - Specified Disease - Limited Benefit	SERFF Status: Closed-Approved- Closed	State Tr Num: 49019
Sub-TOI: H07G.001 Critical Illness	Co Tr Num:	State Status: Approved-Closed
Filing Type: Form	Author: Adamowicz Sue	Reviewer(s): Rosalind Minor
	Date Submitted: 06/09/2011	Disposition Date: 06/28/2011
		Disposition Status: Approved-Closed
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

General Information

Project Name: 2011 Employer	Status of Filing in Domicile: Not Filed
Project Number:	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Group
Submission Type: New Submission	Group Market Size:
Group Market Type: Employer	Overall Rate Impact:
Filing Status Changed: 06/28/2011	
State Status Changed: 06/28/2011	Deemer Date:
Created By: Adamowicz Sue	Submitted By: Adamowicz Sue

Corresponding Filing Tracking Number:

Filing Description:

On behalf of UnitedHealthcare Insurance Company, we are submitting the enclosed forms for your approval on a general use basis. The submitted forms are new and we do not currently intend to replace any forms previously filed with your Department.

The forms provide Critical Illness insurance on a group basis to employees and members of eligible groups as may be defined by your state law.

UnitedHealthcare Insurance Company certifies that these Critical Illness benefits will be offered and marketed as

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supplemental insurance, and not as a substitute for hospital or medical expense insurance, health care service plans, or major medical insurance. The amount of medical expense incurred and the type of treatment received will not affect the sum payable.

For your reference, we have included a forms list. The list contains a description of each form and whether is standard or optional. Please note that we intend to use form LASD-APP2 (10/03) for a group application and this form is not included because it was previously approved by your department on December 19, 2003.

Only forms listed as optional on the forms list, and text bracketed on the form as variable, will be changed or omitted. Where exclusions or other limitations are shown as variable, they may be deleted but none will be added. Where numbers or time periods are variable, changes will be more liberal to the insured, but not more restrictive. Definitions that are not applicable to the plan design selected by the group may be omitted but only text designated as variable within the definitions may be changed.

Reference to Dependents and Dependent coverage are bracketed so that these may be removed if the forms do not cover dependents. The word employee is bracketed so that it may be changed to an appropriate term if, for example, the employer calls their employees "associates" or a labor union wishes to use the term "member," or similar.

The policy amendment form may be used to make changes to text that is variable. Examples of the policy changes are described on the form. Similarly the application modification will be used to request an applicant acknowledge any needed correction to "fill-in" text. The types of changes made by these forms will be within the availability of filed content. These forms will be used with the product forms within this filing and may be used with other applicable approved product forms.

The pages may run in continuous copy when printed.

Company and Contact

Filing Contact Information

Sue Adamowicz, Compliance Consultant	Sue_Adamowicz@uhc.com
185 Asylum St	860-702-6003 [Phone]
Hartford, CT 06103	

Filing Company Information

UnitedHealthcare Insurance Company	CoCode: 79413	State of Domicile: Connecticut
185 Asylum Street	Group Code: 707	Company Type: Life and Health
Hartford, CT 06103	Group Name:	State ID Number:

SERFF Tracking Number: UHLC-127153197 State: Arkansas
Filing Company: UnitedHealthcare Insurance Company State Tracking Number: 49019
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TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness
Limited Benefit
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(860) 702-5000 ext. [Phone] FEIN Number: 36-2739571

Filing Fees

Fee Required? Yes
Fee Amount: \$200.00
Retaliatory? No
Fee Explanation: \$50.00 per form
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
UnitedHealthcare Insurance Company	\$200.00	06/09/2011	48484740

SERFF Tracking Number: UHLC-127153197 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	06/28/2011	06/28/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	06/23/2011	06/23/2011	Adamowicz Sue	06/28/2011	06/28/2011

<i>SERFF Tracking Number:</i>	<i>UHLC-127153197</i>	<i>State:</i>	<i>Arkansas</i>
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Disposition

Disposition Date: 06/28/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: UHLC-127153197 State: Arkansas

Filing Company: UnitedHealthcare Insurance Company State Tracking Number: 49019

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TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness
Limited Benefit

Product Name: Group Critical Illness

Project Name/Number: 2011 Employer/

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	No
Supporting Document	Application	Approved-Closed	No
Supporting Document	List of Forms	Approved-Closed	No
Form	Master Insurance Policy and Riders	Approved-Closed	No
Form (revised)	Certificate of Coverage	Approved-Closed	No
Form	Certificate of Coverage	Replaced	No
Form	Employee Enrollment/Application	Approved-Closed	No
Form	Statutory Notice	Approved-Closed	No

SERFF Tracking Number: UHLC-127153197 *State:* Arkansas
Filing Company: UnitedHealthcare Insurance Company *State Tracking Number:* 49019
Company Tracking Number:
TOI: H07G Group Health - Specified Disease - *Sub-TOI:* H07G.001 Critical Illness
Limited Benefit
Product Name: Group Critical Illness
Project Name/Number: 2011 Employer/

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 06/23/2011
Submitted Date 06/23/2011
Respond By Date

Dear Sue Adamowicz,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certificate of Coverage, UHICI-CERT-1 (Form)

Comment:

With respect to the Continuation for an Incapacitated Child, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

SERFF Tracking Number: UHLC-127153197 State: Arkansas
 Filing Company: UnitedHealthcare Insurance Company State Tracking Number: 49019
 Company Tracking Number:
 TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness
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 Product Name: Group Critical Illness
 Project Name/Number: 2011 Employer/

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 06/28/2011
 Submitted Date 06/28/2011

Dear Rosalind Minor,

Comments:

Thank you for your review and comments.

Response 1

Comments: As requested, we have amended the provision entitled Continuation for an Incapacitated Child on page 18 of the revised certificate in order to conform with the requirements of ACA 23-86-108(4).

This change necessitated a change to the form number and therefore, we have attached a revised forms list to the Supporting Documentation tab as well.

Related Objection 1

Applies To:

- Certificate of Coverage, UHICI-CERT-1 (Form)

Comment:

With respect to the Continuation for an Incapacitated Child, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Certificate of Coverage	UHICI-		Certificate	Initial		51.600	ARK

<i>SERFF Tracking Number:</i>	<i>UHLC-127153197</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>Group Critical Illness</i>		
<i>Project Name/Number:</i>	<i>2011 Employer/ CERT-1</i>		

Critical
Illness
Certificate
6.28.pdf

Previous Version

<i>Certificate of Coverage</i>	<i>UHICI- CERT-1</i>	<i>Certificate</i>	<i>Initial</i>	<i>51.600</i>	<i>CI Certificate 6-3.pdf</i>
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No Rate/Rule Schedule items changed.

We look forward to your continued review.

Sincerely,
Adamowicz Sue

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Filing Company: UnitedHealthcare Insurance Company State Tracking Number: 49019

Company Tracking Number:

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness
Limited Benefit

Product Name: Group Critical Illness

Project Name/Number: 2011 Employer/

Form Schedule

Lead Form Number: UHICI-POL-1

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 06/28/2011	UHICI-POL-1	Policy/Cont	Master Insurance ract/Fratern Policy and Riders al Certificate	Initial		50.000	CI Policy and Rider 6-2.pdf
Approved-Closed 06/28/2011	UHICI-CERT-1	Certificate	Certificate of Coverage	Initial		51.600	ARK Critical Illness Certificate 6.28.pdf
Approved-Closed 06/28/2011	EECIAPP	Application/Employee Enrollment Form	Enrollment/Applicatio n	Initial			CI Application 6-5.pdf
Approved-Closed 06/28/2011	UHICI-MS-NOTICE	Other	Statutory Notice	Initial			CI Medicare Statutory Noice 6-2.pdf

UnitedHealthcare Insurance Company

**[185 Asylum Street
Hartford, Connecticut]
(Home Office)**

Policyholder: [ABC Company]
[Policyholder Address: 123 Street
Anytown, Anystate
Policy Number: 1234
Effective Date: January 1, 2011
Premium Due Date: January 1 and the first day of each month thereafter
Policy Anniversaries: January 1 of each year]

We, UnitedHealthcare Insurance Company, agree to provide, for eligible persons becoming insured under the Policy, the benefits according to the terms, provisions and limitations of it. The following pages, including [any application(s), riders, endorsements or amendments,] are part of the Policy. The Policy is issued in consideration of payment of the required premium.

The Policy becomes effective at 12:01 A.M. Eastern Standard time on the Effective Date shown above. The Policy will continue in force by the payment of premiums when due. The Policy is subject to termination according to its terms.

Read the Policy Carefully

This is a legal contract between the Policyholder and Us. If the Policyholder has any questions or problems with the Policy, We will be ready to help the Policyholder. The Policyholder may call upon his agent or Our [Home Office] for assistance at any time.

The Policy is issued in and governed by the laws of the State in which it is delivered.

We have, by Our President and Secretary, executed the Policy at Our Home Office. If the Policyholder or the Covered Person have questions, needs information about their insurance, or needs assistance in resolving complaints[, call 1-866-615-8727.]

[

Secretary



President

**Group Critical Illness
Insurance Policy**

**[Administrative Office:
9900 Bren Road East
Minnetonka, MN 55343]**

**THIS POLICY PROVIDES A LIMITED BENEFIT FOR CERTAIN CRITICAL ILLNESSES.
THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY.**

POLICY GENERAL PROVISIONS

Certificates: The Policyholder will be furnished with a Certificate for delivery to each Covered Person. The Certificate(s) describe the benefits, terms, conditions, limitations and exclusions provided by the Policy. If there is a conflict between the Policy and the Certificate, the Policy will control.

Conformity With State or Federal Statutes: If any provision of the Policy conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

[Discretionary Authority: When making a benefit determination under the Policy, We have the sole discretionary authority:

1. to determine the Covered Person's or Dependent's eligibility, if applicable, for benefits;
2. to interpret the terms, conditions, limitations, and exclusions; and
3. to interpret all other provisions of the Policy including the Certificate of Coverage and any riders, endorsements or amendments.

This provision:

1. does not prevent the bringing of a legal action under the time limit for Legal Action provision;
2. does not serve to deprive any insurance department of its statutory rights and obligations.]

Entire Group Contract: The entire Group Contract between the Policyholder and Us consists of the Policy, Certificate(s), [riders, endorsements, or amendments(s), and the Policyholder's application, if any.] All Certificate(s), [riders, endorsements and any amendments] are listed on the Policy Contents page.

All statements made by the Policyholder and by any person covered by the Policy are representations and not warranties. No statement made by the Covered Person will be used to contest the insurance provided by the Policy, unless:

1. it is contained in a written statement signed by the Covered Person; and
2. a copy of the statement is furnished to the Covered Person or beneficiary.

Only We may change the Policy or extend the time for payment of any premium. No change will be valid unless made in writing and signed by Us. Any change so made will be binding on all persons referred to in the Policy. No agent has the authority to change the Policy or waive any of the provisions. For purposes of the Policy, the Policyholder acts on its own behalf, or as the Covered Person's agent. The Policyholder is not an agent of Ours.

Nonparticipation: The Policy is non-participating. It does not pay dividends.

Information To Be Furnished: The Policyholder may be required to furnish any information needed to administer the Policy. Clerical error by the Policyholder, Us, [or any Enrolling Group] will not:

1. affect the amount of insurance which would otherwise be in effect; or
2. continue insurance which otherwise would be terminated; or
3. result in the payment of benefits not otherwise payable.

Once an error is discovered, an equitable adjustment in premium will be made. If the premium adjustment involves the return of unearned premium, the amount of the return will be limited to the 12-month period, which precedes the date We receive proof such an adjustment should be made. We may inspect any of the Policyholder's records which relate to the Policy.

Records: The Policyholder must furnish all information required by Us to:

1. compute premiums; and
2. maintain necessary administrative records.

Records of the Policyholder, which have a bearing on insurance, will be available for inspection by Us at any reasonable time.

POLICY GENERAL PROVISIONS (continued)

Termination of the Policy: The Policy may be canceled by either the Policyholder or Us.

The Policy may be canceled [on or after its first Policy Anniversary for any reason including but not limited to:

1. there is less than 20% participation of eligible Employees if the Employees contributes in whole to the cost of insurance;
2. there is less than 20% participation of eligible Employees if the Employer contributes partially to the cost of insurance;
3. less than 100% of all eligible Employees are participating, if the Employer contributes in whole towards the cost of insurance;
4. fewer than 10 Employees are insured under the Policy;
5. the Policyholder fails to pay premium within the Grace Period.or
6. the Policy has been in effect for 12 months.]

[We may cancel the Policy prior to its first anniversary or at any time thereafter if the Policyholder:

7. fails to perform any of its obligations that relate to the Policy;
8. does not provide Us with information that We need to administer the Policy; or
9. ceases to sponsor coverage under the Policy, or sponsors the same or similar coverage through another arrangement without Our written agreement.]

The Policyholder must pay Us all premium due for the full period the Policy is in effect.

We or the Policyholder may also cancel a portion of the risk insured under the Policy on a class basis, such as termination of all persons within the same geographic, occupational, or eligibility class.

We reserve the right to review and terminate all classes insured under the Policy, if any class(es) cease(s) to be insured.

[Upon providing the Policyholder with notice of Our intent to cancel, We will cease accepting applications under the Policy. However, the Policy will not terminate with respect to inforce certificates until the last certificate cancels in accordance with its termination provisions and no person remains insured under the Policy. The Policy will only terminate earlier with respect to inforce certificates if We and the Policyholder:

1. agree to such termination;
2. arrange separately or jointly for coverage under any inforce certificate to transition to a new policy; and
3. the new policy continues such coverage for the same or similar benefits.]

[The Termination of an Insurance Option under the Policy: We may cancel or modify any Insurance Option if the number of Employees insured falls below the greater of:

1. 10 Covered Persons; or
2. 10% of all eligible Employees.]

POLICY GENERAL PROVISIONS (continued)

Payment of Premiums: No insurance provided by the Policy will be in effect until the first premium for such insurance is paid. For insurance to remain in effect, each subsequent premium must be paid on or before its due date. The Policyholder is responsible for paying all premiums as they become due. However, the premiums may be paid to Us by any other person according to a mutual agreement among the other person, the Policyholder and Us. Premiums are payable on or before their due dates at Our Home Office.

Premium Rate Change: [On or after the first Policy Anniversary Date,] We have the right to change premium rates as of any Premium Due Date [but not more than once in any 6-month period.] We will notify the Policyholder in writing at least [31 days] prior to the change in rates.

The premium rate may change prior to this time however, for reasons that affect the insured risk,, which include[:

1. a change occurs in benefits;
2. a division, subsidiary, or affiliated company is added or deleted;
3. the number of Employees insured changes by 10% or more; or
4. a new Law or a change in any existing Law is enacted which applies to the Policy.]

A change may take effect on an earlier date if both the Policyholder and We agree to it. Except in the case of fraud, premium adjustments, refunds or charges will be made for only the current Policy year.

Premium Rates: The Premium Rates for the Policy are shown below:

[Note: Rates may be shown here, or be as on file at the office of the Policyholder]

[Note: UHICI SCHED GP may follow this page or appear as part of the Certificate.]

ENROLLING GROUP SCHEDULE

Enrolling Group: means any Employer that has become a member of the Policyholder and elected to sponsor coverage under the Policy to its Employees. We or the Policyholder (by written notice), may add or terminate an Enrolling Group at any time subject to the Policy Termination provision with respect to cancellation on a class basis. The Policyholder will act for and on behalf of each Enrolling Group in all matters concerning the Policy.

Every act of the Policyholder, agreement made between the Policyholder and Us; and notice given by Us, or to Us by the Policyholder is binding on each Enrolling Group.

Each reference in the Policy to a relationship between the Policyholder and its Eligible Persons includes the same relationship between each Enrolling Group and its Eligible Persons, except where the Policy describes specific differences. An Eligible Person associated with an Enrolling Group will not:

1. become a Covered Person before the Group has Enrolled and been accepted; or
2. continue as a Covered Person after the Enrolling Group is terminated or otherwise ceases to qualify as an Enrolling Group.

Eligible Person means an Employee within an Eligible Class as defined in the Schedule.

Premiums: An Enrolling Group's premiums will be calculated based on:

1. the coverage requested; and
2. the data given to Us by the Enrolling Group.

Data Furnished by Enrolling Group: We may require an Enrolling Group to furnish information needed to administer the Policy. An Enrolling Group must furnish all information required by Us to:

1. compute premiums related to the Enrolling Group; and
2. maintain necessary administrative records.

Records of the Enrolling Group, which have a bearing on insurance, will be available for inspection by Us at any reasonable time.

Termination of an Enrolling Group's Insurance: An Enrolling Group and its Covered Persons' insurance under the Policy will terminate on [the earliest of the following dates:]

1. the Premium Due Date of any premium which remains unpaid at the end of the Grace Period;[
2. the date the Enrolling Group terminates its participation under the Policy. The Enrolling Group must give 31 days advance written notice to Us;
3. the date on which the Enrolling Group fails to comply with or intentionally makes material misrepresentation relating to the Policy;
4. the date We or the Policyholder cancel the Enrolling Group; or
5. the termination date of the Policy.]

[We also reserve the right to terminate insurance under the Policy on the date that the number of Covered Persons insured under the Enrolling Group decreases to less than:

1. 20% of all eligible Employees of an Enrolling Group, if the Enrolling Group contributes partially towards the cost of insurance;
2. 100% of all eligible Employees of an Enrolling Group, if the Enrolling Group contributes in whole towards the cost of insurance; or
3. 10 Employees.]

Name of Enrolling Group	Effective Date - Participation in Policy	Account Number	Termination Date
[ABC Organization	September 1, 2002	000-00-0000]

TABLE OF CONTENTS

All of the provisions in the Certificate(s) of Coverage, [riders, endorsements and any amendments] issued for the Policyholder shown below are included and made part of this Policy.

DOCUMENTS	DESCRIPTION	EFFECTIVE DATE
[Critical Illness Certificate Of Coverage	All full-time Managers	January 1, 2011
Critical Illness Certificate Of Coverage	All full-time Employees other than Managers	January 1, 2011

1

APPLICATION MODIFICATION RIDER

Modification(s) to the Application

Policyholder: [ABC Company]

Policy Number: [1234]}

Covered Person: [John Doe]

The Application for the Covered Person named above is amended as follows:

It is agreed that due to an [omission] in the application, the exceptions or answers noted below are amended to read as follows:

[The omission of the Height and Weight for _____ is amended to include the following response:

Height: 5 feet 10 inches

Weight: 170 pounds

The response to question Number ____ should include _____.]

Accepted by: : _____
Signature of Covered Person

Date

[Signed for the Company by:



Secretary



President

UnitedHealthcare Insurance Company
[Hartford, Connecticut]

[POLICY / CERTIFICATE MODIFICATIONS RIDER]

[Policy/Certificate] Amendment No. [1] Modification(s) to the [Policy /Certificate]

Policyholder: [ABC Company]

Policy Number: [1234]

It is agreed that the [Policy / Certificate] is amended as follows[:

1. Effective January 1, 2012, the Class of Employee section of the Schedule of Benefits is replaced by the following:
Class of Employees
This schedule covers the following class(es) of Employees All Eligible Employees, including temporary and seasonal employees
2. Effective January 1, 2012, the Actively at Work requirements are waived for the following:
John Doe, Mary Smith....List as may be required to include individuals not actively at work due to disability, leave, etc. as may be agreed upon.
3. Effective January 1, 2012 the following will be insured for *(fill-in product)* through *(fill-in date.)*
John Doe, Mary Smith...List names, similar to above as may be agreed upon.
4. Effective January 1, 2012 the rates in the attached schedule are guaranteed to [date].
5. Effective January 1, 2012, the Policy Number is amended to:
Policy Number XXXX
6. Effective January 1, 2012, the Policyholder Address is amended to:
XX Street, Anytown, U.S.A.
7. Effective January 1, 2012, Optional Benefit Added / Optional Benefit Deleted:
The Wellness Benefit is deleted
8. Effective January 1, 2012, The following Limitation is deleted:
The Pre-Existing Condition Limitation is Deleted
9. Effective January 1, 2012, The following Exclusion is deleted:
The exclusion for diagnosis made outside of the United States or Canada is deleted.
10. Effective January 1, 2012, with respect to residents of the state of XX, the following provision is added to the Policy/ Certificate:

The following statutory benefit is added: _____]

Signed for the Company by:



Secretary



President

UnitedHealthcare Insurance Company
[Hartford, Connecticut]

WELLNESS BENEFIT [RIDER]

We will pay the amount shown on the Schedule of Benefits per [calendar year] for any one of the following health screening tests performed on [either] the Covered Person [or Spouse] [provided the Covered Person elected coverage under the benefit.]

Health screening test is defined as:

- [Stress test on a bicycle or treadmill
- Fasting blood glucose test
- Blood test for triglycerides
- Serum cholesterol test to determine level of HDL and LDL
- Bone marrow testing
- Breast ultrasound
- CA 15-3 (blood test for breast cancer)
- CA 125 (blood test for ovarian cancer)
- CEA (blood test for colon cancer)
- Chest X-ray
- Colonoscopy
- Flexible sigmoidoscopy
- Hemocult stool analysis
- Mammography
- Pap smear
- PSA (blood test for prostate cancer)
- Serum Protein Electrophoresis (blood test for myeloma)
- Thermography
- Virtual Colonoscopy]

This benefit will be paid as long as the Policy is in force and the Covered Person [or Spouse] remains insured under [this Benefit of] the Policy. The benefit will be paid regardless of the results of the test. The Wellness Benefit is paid in addition to any other payments the Covered Person [or Spouse] receives under the Policy.

[Only one health screening test will be covered] upon receipt by Us of adequate documentation to support the performance of the test on the Covered Person [or Spouse.]

Signed for the Company by:



Secretary



President

**UnitedHealthcare Insurance Company
Hartford, Connecticut]**

RESTORATION BENEFIT [RIDER]

We will pay the Restoration Benefit for the Covered Person [or Dependent] for a Critical Illness under each Category as defined [provided the Covered Person elected coverage under the benefit.]

Under the Restoration Benefit, [We/ the rider] will reinstate [100% of the Maximum Benefit Amount] and will cover the recurrence of [the same Critical Illness or an occurrence of another covered Critical Illness] within each benefit category. The Maximum Benefit Amount payable, as shown on the Schedule of Benefits, will be paid in [a lump sum amount].

Restoration Benefit Payable: The Restoration Benefit will be payable [up to 100% of the Maximum Benefit Amount] if the Covered Person [or Dependent] is diagnosed with a covered Critical Illness and:

1. the subsequent specified covered Critical Illness is diagnosed following [a 12-month consecutive] period free of [any previously diagnosed and additional Critical Illness]; and
2. the subsequent Date of Diagnosis is while coverage under this Policy is in force.

If a Restoration Benefit for a Critical Illness within a specific category has been paid at less than [100% of the Maximum Benefit Amount,] the remainder of the Restoration Benefit for a Critical Illness in that specific category, for which benefits have not already been paid under this Rider, will be available.

[Reduction:

Any remaining rider benefit (Maximum Benefit Amount less any partial benefit payments) will be reduced by 50% at age 70 as noted on the Schedule of Benefits.]

Termination:

The Termination of Covered Person's Insurance provision in the Policy is amended to read as follows:

[8.] The date the Restoration Benefit [totaling 100%] of the Maximum Benefit Amount for each Category is paid to the Covered Person, or on his behalf.

[The Termination of Dependent Insurance provision in the Policy is amended to read as follows:

[8.] The date a Restoration Benefit totaling 100%] of the Maximum Benefit Amount for each Category shown on the Schedule of Benefits is paid on behalf of that Dependent. However, payment of the Restoration Benefit for one Dependent will not affect the insurance of other Dependents.]

The [Benefit Waiting Period and Pre-existing Conditions Exclusion] provision[s] will not apply to the insurance for a Restoration Benefit. All other provisions of the Policy not specifically changed by the provisions of this Rider apply to this benefit.

[Signed for the Company by:



Secretary



President

UnitedHealthcare Insurance Company
[Hartford, Connecticut]

OCCUPATIONAL HIV BENEFIT [RIDER]

We will pay the Occupational HIV Benefit shown on the Schedule of Benefits [in a lump sum] for exposure to the Human Immunodeficiency Virus (HIV) if:

1. a Covered Person [who elected coverage under the benefit is included within the Eligible SIC Codes shown below,] sustains an Injury in the performance of his occupational duties; and
2. as a result of such Injury, the Covered Person acquires and tests positive for HIV.

Occupational HIV is a Diagnosis of HIV infection resulting from an Injury which exposed the Covered Person to HIV-contaminated body fluids and;

1. the Injury must have occurred during the normal course of duties for the occupation in which the Covered Person is regularly engaged; and
2. the HIV infection must result from the accidental exposure to the HIV-contaminated body fluids during the normal course of performing an occupation for which remuneration is earned; and
3. the contact with the body fluids must have occurred while the Covered Person's coverage is in force.

Benefit Payable: The Occupational HIV Benefit shown on the Schedule of Benefits will be payable if:

1. [the Injury is reported and recorded within 5 days of the Injury by the appropriate person according to the legislation, regulations, standards or guidelines that apply to the Covered Person's occupation; and
2. the Injury is investigated and a written investigation report is provided by the Covered Person's employer; and
3. a confirmatory antibody HIV test is taken within 5 days of the Injury and HIV is not present; and
4. all HIV tests are performed by a state certified and licensed laboratory; and
5. a follow-up confirmatory antibody HIV test is taken between 90 days and 180 days after the Injury and the result is positive; and]
6. the Covered Person has not previously tested positive for HIV, or if the Covered Person has previously tested positive for HIV, the Covered Person subsequently tested negative for HIV prior to the date the Injury occurred.

[The benefit payable under this Rider will be reduced by 50% if the Covered Person is age 70 or older on the date of diagnosis of Occupational HIV.]

Exclusions: Occupational HIV excludes the following:

1. HIV infection as the result of IV drug use;
2. HIV infection as the result of sexual transmission; and
3. HIV infection determined not to have been as a result of an Injury.

[Eligible SIC Codes:

1. 801x-804x Physicians and Dentists
2. 805x-906x Hospitals, Nursing Facilities
3. 807x-809x Medical/Dental Labs, Clinics, Home Health Care, Other Health Services
4. 922x Police/Fire/Corrections]

Signed for the Company by:


Secretary


President

UnitedHealthcare Insurance Company
[Hartford, Connecticut]

UnitedHealthcare Insurance Company
[185 Asylum Street
Hartford, Connecticut]
(Home Office)

Policyholder: [ABC Company]

Enrolling Group: ABC Company

Effective Date of Enrolling Group: January 1, 2011

Policy Number: 1234

Policy Anniversary Date: January 1st

Covered Person: As on file with the Administrator

Certificate Number: As on file with the Administrator

Certificate Effective Date: As on file with the Administrator

Beneficiary: As on file with the Administrator]

We, UnitedHealthcare Insurance Company, issue this Certificate to the Covered Person as evidence of insurance under the Policy We issued to the Policyholder shown above. This Certificate describes the benefits and other important provisions of the Policy.

The Policy is a legal contract between the Policyholder and Us and it may be changed or discontinued without the consent of the Covered Person or the Covered Person's beneficiary. The Policy may be inspected at the office of the Policyholder.

The benefits described in this Certificate insure the Covered Person [and, if applicable, Dependents,] provided the person is eligible, has become covered, and the required premium has been paid to Us.

Read the Group Certificate Carefully. If the Policyholder has any questions or problems with the Policy, We will be ready to help the Policyholder. The Policyholder may call upon [his agent or Our Home Office] for assistance at any time. If the Covered Person has questions, needs information about their insurance, or needs assistance in resolving complaints[, call 1-866-615-8727.]

The Certificate is signed at the Home Office of UnitedHealthcare Insurance Company by:

[

Secretary

[

President

[Administrative Office:
9900 Bren Road East
Minnetonka, MN 55343]

Group Critical Illness Insurance Certificate

THE POLICY PROVIDES A LIMITED BENEFIT FOR CERTAIN CRITICAL ILLNESSES.
THE POLICY IS NOT A MEDICARE SUPPLEMENT POLICY.

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SCHEDULE OF BENEFITS

Covered Person:
John Doe
Any Street
Anytown, Minnesota

Policyholder:
Policy Number
Certificate Effective Date

ABC Company
1234
January 1, 2012

Critical Illness Benefit

Benefit Waiting Period 30 days

Maximum Benefit Amount

- **Employee:** \$20,000
- **Spouse:** \$10,000
- **Child:** \$2,500

Percentage of Maximum Benefit Payable:**Category 1:**

- **Level 1 Cancer** 100%
- **Level 2 Cancer** 25%

Category 2:

- **Coronary Artery Bypass** 25%
- **Heart Attack** 100%
- **Heart Transplant** 100%
- **Ruptured Aneurysm** 100%
- **Stroke** 100%

Category 3

- **Coma** 100%
- **Chronic Renal Failure** 100%
- **Major Organ Transplants** 100%
- **Permanent Paralysis** 100%
- **Severe Brain Damage** 100%
- **Severe Burns** 100%

Portability: Included

Benefit Riders

Wellness Benefit: \$100 per calendar year

Occupational Benefit HIV: \$10,000

Restoration Benefit:

For each Category, not to exceed:

- 100% of Employee's Maximum Benefit Amount
 - 100% of Spouse's Maximum Benefit Amount
 - 100% of Child's Maximum Benefit Amount
- whichever applies

UnitedHealthcare Insurance Company
Hartford, Connecticut]

[**SCHEDULE OF BENEFITS (continued)**

Coverage Reduction at Age 70: The Critical Illness and Restoration of Benefit Amounts reduce by 50% upon attainment of Age 70. If Age 70 or over at time of application, the amounts will not be more than 50% of the amounts applicable to persons in the same Class who are under Age 70.

Maximum Age for Dependent Child: 26 years
Maximum Age of Student: 26 years

Evidence of Insurability: Evidence of Insurability is required for any:

1. Employee Maximum Benefit Amount in excess of \$30,000.
2. Spouse Maximum Benefit Amount in excess of \$10,000.
3. Child Maximum Benefit Amount in excess of \$2,500.

Premium Rate Change: The Covered Person and Dependent premiums may change on any Premium Due Date if rates for the person's Class are changed under the group Policy.

UnitedHealthcare Insurance Company
Hartford, Connecticut]

[**SCHEDULE OF BENEFITS**

Policyholder:	ABC Company
Eligible Class:	Employees of ABC Company who meet the eligibility requirements and who are Actively at Work, and their eligible Dependents.
Description of Class:	All Eligible Employees working a minimum of 20 hours per week
Employee Waiting Period:	None
Benefit Waiting Period:	30 days
Maximum Benefit Amount: (Payable per Category below)	Employee: \$1,000 to \$50,000 in increments of \$1,000 Spouse: \$1,000 to \$30,000 in increments of \$1,000 Child: \$2,500 to \$5,000
<u>Category 1:</u>	Percentage of Maximum Benefit Amount payable per Covered Person or Dependent
Level 1 Cancer	100%
Level 2 Cancer	25%
<u>Category 2:</u>	Percentage of Maximum Benefit Amount payable per Covered Person or Dependent
Heart Attack	100%
Heart Transplant	100%
Ruptured Aneurysm	100%
Stroke	100%
Coronary Artery Bypass	25%
<u>Category 3:</u>	Percentage of Maximum Benefit Amount payable per Covered Person or Dependent
Coma	100%
Chronic Renal Failure	100%
Major Organ Transplants	100%
Permanent Paralysis	100%
Severe Brain Damage	100%
Severe Burns	100%

**UnitedHealthcare Insurance Company
Hartford, Connecticut]**

[**SCHEDULE OF BENEFITS (continued)**

Portability	Included
Benefit Rider:	
Wellness Benefit	\$100 per calendar year
Occupational HIV Benefit Rider:	
Occupational HIV Benefit	\$10,000
Restoration Rider:	
Restoration Benefit	Employee: Payable up to 100% of the Maximum Benefit Amount for each Category Spouse: Payable up to 100% of the Maximum Benefit Amount for each Category Child: Payable up to 100% of the Maximum Benefit Amount for each Category

Coverage Reduction at Age 70: The Critical Illness and Restoration of Benefit Amounts reduce by 50% upon attainment of Age 70. If Age 70 or over at time of application, the amounts will not be more than 50% of the amounts applicable to persons in the same Class who are under Age 70.

Maximum Age for Dependent Child:	26 years
Maximum Age of Student:	26 years

Evidence of Insurability Requirements:

Evidence of insurability will be required for the following:

1. any amount of Employee Maximum Benefit Amount in excess of \$30,000.
2. any amount of Spouse Maximum Benefit Amount in excess of \$10,000.
3. any amount of Child Maximum Benefit Amount in excess of \$2,500.

Premium Rate Change: The Covered Person and Dependent premiums may change on any Premium Due Date if rates for the person's Class are changed under the group Policy.

UnitedHealthcare Insurance Company
Hartford, Connecticut]

GENERAL DEFINITIONS

Note: Large brackets mean definitions are in/out; may delete if n/a to options group selects. Small brackets denote variables in text.

The male pronoun, whenever used in the Policy, includes the female.

Active Work or Actively at Work: the Covered Person [reports for work at his usual place of employment or any other business location where he is required to travel and is able to perform his regular occupation for the entire normal workday. The Covered Person must be working at least the minimum number of hours per week in an Eligible Class, as shown in the Schedule of Benefits.

Unless disabled on the prior workday or on the day of absence, a Covered Person will be considered Actively at Work on the following days:

1. a Saturday, Sunday or holiday which is not a scheduled workday;
2. a paid vacation day, or other scheduled or unscheduled non-workday; or
3. an excused or emergency leave of absence (except medical leave).]

Benefit Waiting Period: an exclusionary period immediately following the effective date of a person's insurance, during which benefits are not payable. When a Critical Illness has a Date of Diagnosis within the Benefit Waiting Period, benefits are not payable on the basis of that diagnosis.

Change in Family Status [:

1. a change in marital status (marriage, divorce, legal separation, annulment);
2. a change in the number of Dependents for tax purposes (birth, legal adoption of a Child, placement of a Child with the Covered Person for adoption, or death of a Dependent);
3. certain changes in employment status that affect benefits eligibility for the Covered Person, Spouse or Child, such as termination of employment, a strike or lockout, the start of or return from an unpaid leave of absence, a change in worksite, a change in work schedule (between full-time and part-time work, decrease or increase in hours);
4. a change of residence for the Covered Person, Spouse or Child;
5. a significant increase in the cost of coverage or a significant reduction in the benefit coverage under the Covered Person's insurance or his Spouse's insurance;
6. the addition, elimination, or significant curtailment of, a coverage option;
7. a change in the Covered Person's, Spouse's or Child's coverage during another employer's Annual Enrollment, Re-Enrollment period when the other plan has a different period of coverage.]

[Contributory or][Non-Contributory Insurance:] [Contributory Insurance is insurance for which the Covered Person must apply and agree to make the required premium contributions.] [Non-Contributory Insurance is insurance for which the Covered Person does not have to make any premium contributions.]

Covered Person: the [Employee] insured under the Policy. References to "Covered Person," "Covered Persons" and "Covered Person's" throughout this Certificate are references to a Covered Person.

Dependent: the Covered Person's Spouse [or Child,] as defined below.

Spouse means a legal Spouse [including a Domestic Partner].

GENERAL DEFINITIONS (continued)

[Child means an unmarried Child under the Maximum Age for Dependent Child shown in the Schedule and who is:

1. a natural Child;
2. a stepchild;
3. a legally adopted Child;
4. a Child placed for adoption; or
5. a Child for whom legal guardianship has been awarded to the Covered Person or the Covered Person's Spouse.

The Child will cease to be an eligible Dependent on the last day of the Calendar Year following the date the Child reaches the Maximum Age for Dependent Child unless the Child is an Eligible Student or an Incapacitated Child.]

[A Child is an Eligible Student if he is:

1. not married;
2. not in the armed forces of any country;
3. not insured under the Policy as a Covered Person;
4. under the Maximum Age of Student as shown in the Schedule of Benefits;
5. attending an accredited post-secondary school (other than a correspondence school) on a full-time basis as defined by the post-secondary school; and
6. is enrolled in the next scheduled term.]

[A Child is an Incapacitated Child if he is:

1. unmarried;
2. physically or mentally disabled; and
3. financially dependent upon the Covered Person.]

[No one can be a dependent of more than one Covered Person.]

Domestic Partner: a person of the opposite or same sex with whom the Covered Person has established a Domestic Partnership.

Domestic Partnership: a relationship between a Covered Person and one other person [of the opposite or same sex.] All of the following requirements apply to both persons:

1. they must not be related by blood or a degree of closeness that would prohibit marriage in the law of the state in which they reside;
2. they must not be currently married to, or a Domestic Partner of another person under either statutory or common law;
3. they must share the same permanent residence and the common necessities of life;
4. they must be at least 18 years of age;
5. they must be mentally competent to consent to contract[;
6. they must be financially interdependent and have furnished documents to support the following conditions of such financial interdependence:
 - a. they have a single dedicated relationship of at least six months duration;
 - b. they have at least two of the following;
 - a joint ownership of an automobile;
 - a joint checking, bank or investment account;
 - a joint credit account;
 - a joint ownership or a lease for a residence identifying both partners as tenants; or
 - a will and/or life insurance policies which designates the other as primary beneficiary;
7. the Covered Person and the Domestic Partner must jointly sign the required Affidavit of Domestic Partnership prior to coverage being issued.]

GENERAL DEFINITIONS (continued)

[Employee:] a person who [is authorized to work and] reside in the United States and is[:

1. directly employed in the normal business of the Employer /Enrolling Group;
2. paid for services by the Enrolling Group; and
3. Actively at Work for the Employer /Enrolling Group, or any subsidiary or affiliate insured under the Policy.

No director or officer of an Employer /Enrolling Group will be considered an Employee unless he meets the above conditions.】

Employer: the Policyholder [and includes any division, subsidiary, or affiliated company named in the Policy. Employer does not include Employers of other related areas of practice for which the Covered Person may also work.]

Enrollment:

[Enrollment Period - the Initial Enrollment Period or Re-Enrollment Period.]

[Initial Enrollment Period - the period during which the Employee may first apply in writing for insurance.]

[Re-Enrollment Period: the period of time following the Initial Enrollment Period determined by the Employer and Us during which the Covered Person may apply in writing for insurance under the Policy or change his insurance under the Policy.]

Hospital or Medical Facility: a legally operated, accredited facility licensed to provide full-time care and Treatment for the condition for which benefits are payable under the Policy. It is operated by a full-time staff of licensed physicians and registered nurses. It does not include facilities that primarily provide custodial, education or rehabilitative care, or long-term institutional care on a residential basis.

Injury: a bodily Injury resulting directly from an accident and independently of all other causes [and the accident occurs while covered under the Policy].

Physician: a medical doctor or doctor of osteopathy who is:

1. duly licensed in the state or Province in which the Treatment is received; and
2. practicing within the scope of that license.

For the purposes of the Policy, the term Physician does not include the Covered Person, the Covered Person's Spouse[, or any family members.]

Policy Anniversary Date: the annual renewal date of the group insurance contract between Us and the Policyholder.

Policyholder: the group named as the Policyholder on the face page of this Certificate.

Sickness: an illness, [or] disease[, pregnancy or complication of pregnancy.]

Treatment: as used in the Policy refers to any consultation, advice, tests, attendance or observation, supplies or equipment, including the prescription or use of prescription drugs or medicines.

We, Our and Us: UnitedHealthcare Insurance Company [or its Administrator].

BENEFITS PAYABLE AND BENEFIT DEFINITIONS

Benefit Payable: We will pay [up to a total of 100% of the] Maximum Benefit Amount for [each of the Categories shown on the Schedule of Benefits] for which the Covered Person [or Dependent:]

1. receives a Diagnosis of a Critical Illness; and
2. for which he is insured on the Date of Diagnosis.

[If the benefit paid for a Critical Illness within a specific category is less than 100%, the remainder of the Maximum Benefit Amount will be an available benefit for another Critical Illness for which a benefit has not already been paid within the specific Critical Illness category.]

The benefit payable will be paid [in a lump sum amount.]

Critical Illness: The Diagnosis of an illness or condition as defined in this section.

Diagnosis: The diagnosis by a Physician that is all of the following:

1. in writing;
2. made while the Covered Person's insurance under the Policy is in force and is subject to all provisions of the in force Policy; and
3. based on objective clinical findings and/or laboratory investigations and supported by medical records and any diagnostic requirements stated in the Policy.

Date of Diagnosis, based on objective clinical or pathological findings, is: [

1. for Cancer, the date that the tissue specimen, blood sample(s) and/or titer(s) are taken on which the diagnosis of Cancer is based;
2. for Coronary Artery Bypass, the date that heart disease has been clinically diagnosed and requires the Covered Person or Dependent to undergo a surgical procedure to open a blockage of one or more coronary arteries using venous or arterial grafts;
3. for Heart Attack, the date the Physician confirms that a Heart Attack (myocardial infarction) has occurred;
4. for Heart Transplant, the date the Physician recommends that the Covered Person or Dependent undergo a heart transplant, or results in the Covered Person or Dependent being placed on the United Network of Organ Sharing (UNOS) transplant list. If the Covered Person or Dependent is determined by the Physician to be too ill for a transplant, but otherwise meets the criteria for placement on the UNOS list, the network requirement will be waived;
5. for Ruptured Aneurysm, the date the Physician confirms that a Ruptured Aneurysm occurred;
6. for Stroke, the date the Physician confirms that a Stroke occurred;
7. for Chronic Renal Failure, the date the Physician recommends that the Covered Person or Dependent undergo hemodialysis or peritoneal dialysis at least weekly, or results in the Covered Person or Dependent being placed on the United Network of Organ Sharing (UNOS) transplant list, whichever occurs first;
8. for Coma, the date the Physician confirms that the Covered Person or Dependent has been in a Coma for a continuous period of at least 30 days;
9. for Major Organ Transplant, due to documented major organ failure, the date the Physician recommends that the Covered Person or Dependent undergo transplant surgery, or results in the Covered Person or Dependent being placed on the United Network of Organ Sharing (UNOS) transplant list for the organ that has failed, whichever occurs first. If the Covered Person or Dependent is determined by the Physician to be too ill for a transplant, but otherwise meets the criteria for placement on the UNOS list, the network requirement will be waived;
10. for Paralysis, the date the Physician confirms the complete loss of functional use of two or more limbs for a continuous period of at least 30 days;
11. for Severe Brain Damage, the date the Physician confirms that the Severe Brain Damage has lasted for a continuous period of at least 90 days; and
12. for Severe Burns, the date the Physician confirms the presence of Severe Burns.]

BENEFITS PAYABLE AND BENEFIT DEFINITIONS (continued)

[Category 1] Critical Illness: means [a Level 1 or Level 2 Cancer as stated below.]

Cancer: a pathological diagnosis of cancer. However, a clinical diagnosis of [Level 1] Cancer that is based on symptoms will be recognized if:

1. a pathological diagnosis cannot be made because it is medically inappropriate or life threatening;
2. there is medical evidence to support the diagnosis; and
3. a Physician is treating the Covered Person or Dependent for Cancer.

[Level 1] Cancer means a malignant tumor which has:

1. uncontrolled growth of malignant cells; and
2. invaded normal tissue.

It must be positively diagnosed with histopathological confirmation.

The term does not include the tumors listed below:

1. Chronic lymphocytic leukemia that has not progressed to at least:
 - a. Rai stage II; or
 - b. Binet Stage B.]
2. All tumors that are histologically described as:
 - a. premalignant;
 - b. noninvasive;
 - c. carcinoma in situ (including cervical dysplasia: CIN-1; CIN-2; and CIN-3);
 - d. borderline malignant; or
 - e. low malignant potential.
3. All skin cancers, unless:
 - a. there is evidence of metastasis; or
 - b. the tumor is a malignant melanoma of greater than 1.0 mm maximum thickness [(regardless of Clark level or ulceration)] as determined by histological examination [using the Breslow method.]
4. Prostate cancer; unless histologically classified as:
 - a. Gleason score 7 or greater; or
 - b. TNM classification T1bN0M0 or greater.]
5. Papillary carcinoma of the thyroid that is:
 - a. 1 cm or less in diameter; and
 - b. limited to the thyroid.
6. Noninvasive papillary cancer of the bladder histologically described as [TNM classification TaN0M0 or lower.]

Note: Large brackets mean may delete if n/a to options group selects. Small brackets denote variables in text.

[Level 2] Cancer means a malignant tumor which has not yet become invasive but is confined only to the superficial layer of cells from which it arose (i.e. malignant cells confirmed to the epithelium without penetration of the basement membrane).

The term does include:

1. carcinoma in-situ;
2. prostate cancer; or
3. papillary carcinoma of the thyroid, and noninvasive papillary cancer of the bladder; that is not covered under [Level 1 Cancer.]

[Level 2] Cancer does not include the tumors listed below:

1. pre-malignant conditions or conditions with malignant potential;
2. Basal cell carcinoma and squamous cell carcinoma of the skin[; or
3. Melanoma or melanoma in situ.]

BENEFITS PAYABLE AND BENEFIT DEFINITIONS (continued)

[Category 2] Critical Illness: means [Coronary Artery Bypass, Heart Attack, Heart Transplant, Ruptured Aneurysm or Stroke] as defined below.

Note: Large brackets mean definitions are in/out; may delete if n/a to options group selects. Small brackets denote variables in text.

Coronary Artery Bypass: Heart disease that has been clinically diagnosed and requires the Covered Person or Dependent to undergo a surgical procedure to open a blockage of one or more coronary arteries using venous or arterial grafts. Coronary artery bypass does not include [balloon angioplasty, placement of intravascular stent, laser relief] or other like procedures.

Heart Attack (myocardial infarction): means the death of a portion of the heart muscle (myocardium) resulting from a blockage of one or more coronary arteries. Heart Attack results in some permanent functional loss of heart contraction detectable by a regional contraction abnormality study on an imaging study.

The diagnosis must include all of the following criteria concurrently:

1. typical clinical symptoms such as central chest pain;
2. acute diagnostic increase of specific cardiac markers; and
3. new electrocardiographic changes of infarction.

Heart Attack does not include any other disease or injury involving the cardiovascular system. [Heart Attacks that occur during a medical procedure are not included. Cardiac Arrest not caused by a Myocardial Infarction is not a Heart Attack. Established (old) myocardial infarction prior to the Effective Date is excluded.]

Heart Transplant: a clinical diagnosis of heart failure of such severity that the Physician recommends the Covered Person [or Dependent] undergo a heart transplant, or results in the Covered Person [or Dependent] being placed on the [United Network of Organ Sharing (UNOS)] transplant list. If the Covered Person [or Dependent] is determined by the Physician to be too ill for a transplant, but otherwise meets the criteria for placement on the [UNOS list, the network] requirement will be waived.

Ruptured Aneurysm (Ruptured Cerebral, Carotid or Aortic Aneurysm): the diagnosis of a Ruptured Aneurysm must be supported by:

1. Medical records; including
2. Radiographically specific diagnostic studies to objectively support the diagnosis as established by [the American Academy of Radiologists.]

Stroke: a cerebrovascular event resulting in measurable permanent neurological damage or impairment, including infarction of brain tissue, hemorrhage and embolism from an extra cranial source. The diagnosis must be based on objective clinical evidence of brain tissue damage for a continuous period of [at least 30 days], using a current neuro imaging test such as:

1. a CT Scan (Computed Tomography);
2. MRI (Magnetic Resonance Imaging);
3. MRA (Magnetic Resonance Angiography);
4. PET Scan (Positron Emission Tomography); or
5. Arteriography or Angiography.]

Stroke does not include [Transient Ischemic Attacks (TIA) or attacks of Vertebrobasilar Ischemia.]

BENEFITS PAYABLE AND BENEFIT DEFINITIONS (continued)

[Category 3] Critical Illness:

Note: Large brackets mean definitions are in/out; may delete if n/a to options group selects. Small brackets denote variables in text.

Chronic Renal Failure: the chronic irreversible failure to function of both kidneys of such severity that the Physician recommends the Covered Person or Dependent undergo hemodialysis or peritoneal dialysis [at least weekly,] or results in the Covered Person or Dependent being placed [on the United Network of Organ Sharing (UNOS)] transplant list.

Coma: the diagnosis of a state of unconsciousness for a continuous period of at least [30 days] and which is not a result of Stroke. The Coma diagnosis must be supported by:

1. [a Glasgow Coma Scale Score of eight or below throughout the 30 day period;] and
2. an Electroencephalogram (EEG).

Major Organ Transplant: a clinical diagnosis of a major organ failure of a kidney, liver, both lungs, or pancreas of such severity that the Physician recommends the Covered Person [or Dependent] undergo transplant surgery, or results in the Covered Person or Dependent being placed on [the United Network of Organ Sharing (UNOS) transplant list] for the organ that has failed. If the Covered Person [or Dependent] is on the UNOS list for a combined transplant, only one benefit will be paid. If the Covered Person or Dependent is determined by the Physician to be too ill for a transplant, but otherwise meets the criteria for placement [on the UNOS list,] the network requirement will be waived.

Permanent Paralysis: total and permanent loss of the use of two or more limbs (arms or legs or combination) due to Injury or Sickness for a continuous period of [at least 30 days,] and which is not a result of Stroke.

Severe Brain Damage: accidental cranial trauma that:

1. results in permanent loss of cognitive ability for a continuous period of at [least 90 days;]
2. renders the Covered Person [or Dependent] unable to safely and completely perform [three] or more of the following Activities of Daily Living without another person's [active assistance or verbal cueing;]
 - a. Bathing – the ability to wash oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower;
 - b. Dressing – the ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs;
 - c. Toileting – the ability to get to and from the toilet, get on and off the toilet and perform associated personal hygiene;
 - d. Transferring – the ability to move into or out of a bed, chair or wheelchair;
 - e. Continence – the ability to maintain control of bowel and bladder functions; or, when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene including caring for catheter or colostomy bag;
 - f. Eating – the ability to feed oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

The diagnosis must be based on objective laboratory and clinical findings, including [a score of seven or less on the Rancho Los Amigos Scale] throughout the [90 day] period.

Severe Burns: the diagnosis of third degree burns covering [at least 20%] of the surface area of the body. Third degree burns means the destruction of the skin through the entire thickness or depth of the dermis and the layer of tissue below the skin (subcutaneous tissue).

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Note: Large brackets mean Dependent sections in/out; may delete if n/a to option group selects. Small brackets denote variables in text.

Covered Person's Eligibility: [Employees] who are [Actively at Work for an Enrolling Group] are eligible for insurance [after completion of the required Employee Waiting Period] provided [:

1. they are in a class of Employees who are included; and
2. customarily working at least the number of hours per week shown in the Schedule of Benefits.]

An [Employee] will become eligible for insurance on [the latest of] the following dates:

1. the Effective Date of the Policy[;
2. the Effective Date of the Enrolling Group;
3. the end of the Employee Waiting Period shown in the Schedule of Benefits;
4. the date the Policy is changed to include the Employee's class; or
5. the date the Employee enters a class eligible for insurance.]

Dependent Eligibility: Dependents are eligible for insurance on the latest of the following dates:

1. the date the Covered Person becomes eligible for Dependent Insurance;
2. the date a person becomes a Dependent[; or
3. the date the Policy is amended to include the Covered Person's class as being eligible for Dependent Insurance.]

The Dependent will not be eligible for Dependent Insurance if he:

1. is eligible for insurance under the Policy as a Covered Person[; or
2. is a member of the armed forces on active duty, except for duty of 30 days or less for training in the Reserves or National Guard; or
3. has been diagnosed as having a life expectancy of less than 12 months.]

[Enrolling in or Changing Insurance for Covered Person Insurance Under the Policy: The Employee may enroll in or change his insurance only under the following situations:

1. during the Initial Enrollment Period:
 - a. if the Employee is eligible for insurance on the Effective Date, he may enroll for insurance during the Initial Enrollment Period. If an Employee fails to enroll, then he will not be insured under the Policy.
 - b. if the Employee becomes eligible for insurance after the Effective Date, he may enroll for insurance during his Initial Enrollment Period.
2. during a Re-enrollment Period: The Employee may choose:
 - a. to keep his same insurance;
 - b. no insurance under the Policy;
 - c. to enroll for insurance if not currently insured under the Policy;
 - d. to change any benefit or amount that is optional;
3. within 31 days of a Change in Family Status, as defined, the Employee may choose to enroll or change the insurance for which he is eligible.

During a Re-enrollment Period, if the Covered Person does not re-enroll for insurance, he will continue to be insured for the same insurance.】

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS (continued)

[Enrolling in or Changing Dependent Insurance Under the Policy:

The Employee may elect or change Dependent Insurance only under the following situations:

1. during the Initial Enrollment Period:
 - a. if the Dependents are eligible for insurance on the Effective Date of the Policy, the Employee may enroll for Dependent insurance during the Initial Enrollment Period. If an Employee fails to enroll his Dependents, then the Dependents will not be insured under the Policy.
 - b. if the Dependents become eligible for insurance after the Effective Date of the Policy, the Employee may enroll for Dependent Insurance during his Initial Enrollment Period.
2. during a Re-enrollment Period: The Employee may choose:
 - a. to keep the same Dependent Insurance;
 - b. no Dependent insurance under the Policy;
 - c. to apply for Dependent Insurance under the Policy;
 - d. to change any benefit or amount of Dependent Insurance that is optional;
3. within 31 days of a Change in Family Status, as defined, the Employee may choose to enroll or change his Dependent Insurance provided the Dependent is eligible.

The Employee may enroll for:

1. Dependent Insurance for Spouse only;
2. Dependent Insurance for Children only; or
3. Dependent Insurance for both Spouse and Children.

During a Re-enrollment Period, if the Covered Person does not re-enroll for Dependent Insurance, his Dependents will continue to be insured for the same insurance until the next Re-enrollment Period.

Dependents will not be insured until the Employee is insured. Dependents are not eligible for any benefit or amount that is more than the Covered Person's.]

Effective Date of Covered Person [Initial] Insurance: If an [Employee] is [not Actively at Work] on the date his insurance is scheduled to take effect, it will take effect on [the day after the date he returns to Active Work.] If the [Employee's] insurance is scheduled to take effect on a non-working day, his Active Work status will be based on [the last working day before the scheduled Effective Date of his insurance.]

[An Employee must use forms provided by Us when applying for insurance].

The [Employee's] insurance will be effective at [12:01 A.M. Eastern Standard time as follows:

1. if it is Non-contributory, on the date the Employee becomes eligible for insurance, regardless of when he applies, or
2. if it is Contributory, and the Employee makes application within 31 days after the date he first became eligible, on the later of:
 - a. the date the Employee is] eligible for insurance[, regardless of when he applies; or
 - b. the date the Employee's application is approved by Us if evidence of insurability is required.]

[Evidence of insurability is required if an Employee applying for Contributory Insurance:

1. does not apply for insurance within 31 days after the date he first became eligible; or
2. he has previously terminated his insurance while in an eligible class; or
3. applies for an amount of insurance other than during an Enrollment Period.]

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS (continued)

Effective Date of Dependent Initial Insurance: No insurance will take effect on any day the Dependent [is confined in a Hospital or Medical Facility. Insurance will take effect on the day following discharge from the Hospital or Medical Facility.]

[A Covered Person must use forms provided by Us when applying for Dependent Insurance.]

The Dependent Insurance will be effective [at 12:01 A.M. Eastern Standard time:

1. if it is Non-contributory,] on the date the Dependent becomes eligible for insurance [regardless of when application was made; or
2. if it is Contributory and the Covered Person makes application within 31 days after the date the Dependent first became eligible, on the later of:
 - a. the date the Dependent becomes eligible for insurance, regardless of when application is made; or
 - b. the date the Dependent's application is approved by Us, if evidence of insurability is required.]

Dependents will not be insured until the [Employee] is insured.

[Evidence of insurability is required, at the Covered Person's expense, if a Covered Person applying for Contributory Insurance:

1. does not apply for Dependent Insurance within 31 days after the date the Dependent first became eligible; or
2. has previously terminated Dependent Insurance while in an eligible class.]

[Effective Date of Change in Covered Person or Dependent Insurance: A change in insurance that is made during a Re-enrollment Period will be effective at 12:01 a.m. Eastern Standard time on the later of:

1. the date of application;
2. the date We approve the Covered Person's or Dependent's evidence of insurability form, if evidence of insurability is required;
3. the first day of the pay period for which contributions for his insurance are deducted; or
4. the date the Covered Person or Dependent becomes eligible for the change in insurance, regardless of when application is made.

If the Covered Person is not Actively at Work due to Injury or Sickness, or is on a layoff or leave of absence, any increase in or addition to the Covered Person or Dependent insurance will be effective on the date the Covered Person returns to Active Work.]

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS (continued)

Termination of Covered Person's Insurance: The Covered Person's insurance will terminate [at 12:00 midnight Eastern Standard time] on the earliest of the following dates:[

1. the last day of the period]for which a premium payment is made, if the next payment is not made;
2. [the date he becomes a member of the armed forces on active duty, except:
 - a. for duty of 30 days or less for training in the Reserves or National Guard; or
 - b. to the extent coverage is continued under the Leave of Absence Continuation provision;]
3. [the date he ceases to be a member of a class eligible for insurance;
4. the date the Enrolling Group's insurance under the Policy terminates;]
5. the date the Policy terminates[, or with respect to a specific benefit, the date that such benefit terminates; or
6. the date he ceases to be Actively at Work, unless Active Work ceases during an approved layoff, medical or non-medical leave of absence, then the insurance will continue for up to 3 months from the date he stopped Active Work.
7. the date he is no longer Actively at Work due to a labor dispute, including but not limited to strike, work slow down or lock out; or
8. the date a benefit for a Critical Illness for each Category shown on the Schedule of Benefits is paid to the Covered Person or on his behalf.]

Termination of Dependent Insurance: Insurance on a Dependent will terminate [at 12:00 midnight Eastern Standard time] on the earliest of the following dates:

1. [the date he ceases to be a Dependent as defined in the Policy;
2. the date] he ceases to be a member of a class eligible for Dependent insurance[;
3. the date] the Covered Person's insurance under the Policy terminates[;
4. the date the Enrolling Group's insurance under the Policy terminates;
5. the date the Dependent becomes a member of the armed forces on active duty, except:
 - a. for duty of 30 days or less for training in the Reserves or National Guard; or
 - b. to the extent coverage is continued under the Leave of Absence Continuation provision;
6. the last day of the period] for which a Dependent's required premium payment is made, if the next payment is not made[;
7. the date] the Policy terminates[, or with respect to a specific benefit, the date that such benefit terminates; or
8. the date a benefit amount for a Critical Illness for each Category shown on the Schedule of Benefits is paid on behalf of that Dependent. However, payment of a Critical Illness benefit for one Dependent will not affect the insurance of other Dependents.]

]

CONTINUATION AND REINSTATEMENT PROVISIONS

Continuation during Grace Period: A Grace Period of [31 days] will be allowed for the payment of each premium after the first premium payment. During the Grace Period, the insurance will continue in effect provided the premium is paid[by the Policyholder] before the end of the Grace Period. The Grace Period will not continue the insurance beyond a date stated in a Termination Provision.

Note: Large brackets mean a Continuation provisions are in/out; may delete if n/a to options group selects. Small brackets denote variables in text.

Continuation during Leave of Absence: If the Covered Person is on Family or Medical Leave of Absence, or other leave of absence required by an applicable state or federal law, continuation of his insurance will be [governed by his Employer's policy on such leave not to exceed the greater of:

1. the leave period required by the Family and Medical Leave Act of 1993 (FMLA)
2. the leave period required by the Uniformed Services Employment and Reemployment Rights Act (USERRA);] or
3. the minimum leave period required by applicable state law.

We will continue the Covered Person's insurance if the cost of his insurance continues to be paid.

[If the Covered Person's insurance does not continue during such Leave of Absence, then when he returns to Active Work:

1. he will not have to meet a new Employee Waiting Period including a Waiting Period for insurance of a Pre-Existing Condition, if applicable; and
2. he will not have to give Us evidence of insurability to reinstate the insurance he had in effect before his Leave of Absence began.

However, time spent on a Leave of Absence, without insurance, does not count toward satisfying his Employee Waiting Period.]

Continuation of an Incapacitated Child: If, on the date a Child reaches the Maximum Age for Dependent Child as shown in the Schedule, he is:

1. covered under the Policy; and
2. an Incapacitated Child, as defined;

his coverage will not terminate solely due to age. The Covered Person must give Us notice of the incapacity.

The Child's coverage will continue as long as:

1. the Child qualifies as an Incapacitated Child; and
2. the required premium is paid.

We may, from time to time, require proof of continued incapacity and dependency. After the first two years, We cannot require proof more than once each year.

Reinstatement of Rehired [Employees]: If a Covered Person ends employment and is rehired within a year, he may be insured on his eligibility date for the insurance that he had under the Policy on the date his employment ended.

CONTINUATION AND REINSTATEMENT PROVISIONS

Reinstatement following Military Service: If the Covered Person's [or Dependent's] insurance under the Certificate terminates due to active duty in one of the uniformed services of the United States military, he will have the right to renew coverage on the same basis as before the suspension in the coverage took place, provided:

1. he is in the service for a period of [five years or less;]
2. he applies for reinstatement of coverage and pays the required premium [within 60 days] of his discharge from the service; and
3. the Policy is still in force, he is eligible for coverage, and he is Actively at Work.

As used above, uniformed services includes service in the uniformed services as defined in [Chapter 43 of Title 38.] Coverage will be reinstated without evidence of insurability or regard to Pre-existing Conditions except any that may have been previously excluded on the date coverage was suspended. The coverage will become effective on the first day of the month after military service terminates. However, the Policy will not cover a Critical Illness, loss or other disability resulting from the military service.

]

PORTABILITY

Portability: If the Covered Person's [and his insured Dependent's] insurance under the Policy ends [because his employment with the employer ends,] he may choose to continue his and his insured Dependent's Group Critical Illness coverage [under a group Portability policy] without providing evidence of insurability.

The Covered Person must be insured under the Policy [for at least 6 months] prior to the date his employment ends.

The Covered Person may port his insurance [or his insured Dependent's insurance] if coverage ends for any reason other than [:

1. he failed to pay premium for the cost of his insurance;
2. he is on an approved leave of absence;
3. he Retires;
4. the group policy is terminating;
5. he is or becomes insured under another group critical illness policy;
6. he resides outside of the United States or in a state where the coverage is not available;
- or
7. he is actively in military service or entering active military service.]

To apply for Portability insurance, [within 31 days] of the date the Covered Person's insurance ends he must:

1. submit a written application to Us; and
2. pay the first month's premium.

If the above conditions are met, such insurance will:

1. be issued without evidence of insurability; and
2. continue in effect provided the Covered Person continues to pay the cost of his[and his insured Dependent's] insurance.

The Portability insurance will end on the earliest of:

1. the date the Covered Person fails to pay the required premium[;
2. the date he Retires;
3. the date he becomes insured under any other group critical illness policy;
4. the date a benefit for a Critical Illness for each Category shown on the Schedule of Benefits is paid to the Covered Person or on his behalf; or
5. the date he attains any Policy Age Limit stated in the Portability policy.]

Covered Persons rehired after porting insurance must either lapse his [and his insured Dependent's] insurance or provide evidence of insurability.

[The Portability coverage will be on the form the Insurer is then issuing for Critical Illness Portability purposes.]

Insurer as used in this provision means Us or another insurance company which has agreed with Us to issue Portability coverage according to this Portability provision. [The Portability coverage may differ from Your coverage under the Policy.] The premium for the Portability coverage will be based on the coverage [and form of the Portability policy, as well as Your age and risk class.]

[Retire means, for purposes of Portability, the Covered Person has concluded his working career on a Full-time basis and:

1. he is receiving payments from a governmental retirement plan or any employer; or
2. he is receiving Social Security Retirement benefits.]

GENERAL EXCLUSIONS AND LIMITATIONS

Note: Large brackets mean any exclusion is in/out; may delete if n/a to options group selects. Small brackets denote variables in text.

General Exclusions: We will not cover a Critical Illness under the Policy if it is due to:

1. an act [or accident of war, declared or undeclared, whether civil or international, and any substantial armed conflict between organized forces of a military nature];
2. loss sustained while on active duty as a member of the armed forces of any nation [except during any time period coverage is extended under the Continuation during Leave of Absence provision;]
3. any intentionally self-inflicted Injury;
4. active participation in a riot;
5. committing or attempting to commit a felony, or participating or attempting to participate in a felony;
6. use of alcohol or the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance, whether or not prescribed by a Physician;
7. cosmetic or elective surgery; or
8. attempted suicide, while sane or insane.

We also will not pay a benefit for a Critical Illness:

1. for which the Covered Person's [or Dependent's] Date of Diagnosis for any type of Critical Illness, as defined in the Policy, was prior to his Effective Date of insurance;
2. that was diagnosed outside of the United States or Canada, unless the diagnosis was confirmed by a Physician practicing within the United States or Canada; or
3. with respect to a Dependent who is a Child, that is caused by or contributed to by a congenital defect.]

Pre-existing Conditions Exclusion: We will not cover any Critical Illness that begins [during the first 12 months] after the Covered Person's [or Dependent's] Effective Date of insurance that is caused or contributed to by a Pre-Existing Condition.

Pre-Existing Condition means any condition for which the Covered Person [or Dependent] within [12 months prior to his Effective Date] of insurance:

1. was diagnosed by or received Treatment from a legally qualified Physician; or
2. had symptoms for which a reasonably prudent person would have sought Treatment.

If the Covered Person's [or Dependent's insurance] is increased, then a benefit based on the increased amount of insurance is not payable for a Critical Illness [which is first diagnosed during the 18 months following the Effective Date of his increase in insurance,] if it is caused by or contributed to by a Pre-Existing Condition. [For purposes of applying this provision, Effective Date of insurance as used in the definition of Pre-Existing Condition also includes the Effective Date of the Covered Person's or Dependent's increase in insurance.]

CONTINUITY OF INSURANCE UPON TRANSFER OF INSURANCE CARRIERS

Continuity of Insurance upon Transfer of Insurance Carriers:

The following rules apply when the Policy replaces a prior group insurance policy that is a similar group critical illness insurance policy. If the Policy insures Critical Illnesses which were not insured by the prior group insurance policy, benefits for these Critical Illnesses will be subject to [a Benefit Waiting Period and Pre-Existing Condition Exclusion] without reference to these rules.

Note: Large brackets means a Continuity provision is in/out; may delete if n/a to options group selects (for example, if there is no Waiting Period or Pre-X). Small brackets denote variables in text.

1. Determining the [Employee] Waiting Period: The continuous days during which the [Employee] was Actively at Work with the Employer immediately prior to the date the Employer's insurance under the Policy is effective, will be counted towards satisfying the [Employee] Waiting Period and determining the date upon which the [Employee] completes the [Employee] Waiting Period.
2. Determining the Benefit Waiting Period: If the [Employee] was insured by the prior group insurance policy immediately prior to becoming eligible for insurance under this Policy for a period of time at least equal to the Benefit Waiting Period under this Policy, then he will not need to satisfy the Benefit Waiting Period of this Policy. Any insurance amount applied for in excess of the insurance amount issued to the [Employee] by the prior group insurance policy will be subject to the Benefit Waiting Period of the Policy.

If the [Employee] was insured by the prior group insurance policy immediately prior to becoming eligible for insurance under this Policy for a period of time that is less than the Benefit Waiting Period under this Policy, then he will need to satisfy the Benefit Waiting Period of the Policy. The continuous days that he was insured by the prior group insurance policy immediately prior to the time of the transfer of insurance carriers will count towards satisfying the Benefit Waiting Period of this Policy. Any insurance amount applied for in excess of the insurance amount issued to the [Employee] by the prior group insurance policy will be subject to the entire Benefit Waiting Period of the Policy.

3. Application of Pre-Existing Condition Exclusion: If the [Employee] was insured by the prior group insurance policy immediately prior to becoming eligible for insurance under this Policy, he will be given credit for the time he was insured when determining whether the Pre-Existing Condition Exclusion would apply to his Insured Critical Illness. His insurance amount will be limited to the lesser of the amount that would have been paid by the prior group insurance policy, had insurance remained in effect, or the benefit payable under the Policy.

CLAIM INFORMATION

Notice of Claim: Written notice of a claim must be given to Us at Our Home Office by the Covered Person, or his authorized representative, within 30 days after the date of the Diagnosis of a Critical Illness. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's employer, or can be requested from Us. If the Covered Person does not receive the form from Us within 15 days of his request, written proof of claim should be sent to Us without waiting for the form. Written proof should establish facts about the claim such as nature of illness and Date of Diagnosis.

Filing a Claim: The Covered Person must fill out the claim form and then give it to the attending Physician. The Physician should fill out his section of the form and send it directly to Us.

Proof of Claim: Written proof of claim must be filed within 90 days after the date of the Diagnosis of a Critical Illness. However, if it is not possible to give proof within 90 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

Proof of claim must include[, at the Covered Person's expense:

1. the Date of Diagnosis;
2. a completed claim form signed by the Covered Person and Physician(s) including documentation furnished by the Physician and supported by clinical, radiological, histological, pathological and/or laboratory evidence of the Critical Illness. If the claim is for the Covered Person's Spouse, then the Spouse must also sign the claim form; and
3. the name and address of any Hospital or Medical Facility where Treatment was received and any Physician who provided Treatment prior to the Diagnosis.]

In the event of death, an autopsy confirmation identifying the cause of death[:

1. will be required for Myocardial Infarction; and
2. may also be required for other Critical Illnesses;]

where allowed by law.

Payment of Claim: All benefits are payable to the Covered Person. If he dies before a benefit is paid, We will pay any amount due [to his beneficiary if he designated a beneficiary, otherwise in the following order:

1. to his legal Spouse;
2. to his natural or legally adopted children in equal shares; or
3. to his estate.]

Overpayment of Claim: We have the right to recover any overpayments due to fraud or any error We make in processing a claim.

The Covered Person must reimburse Us in full. We will determine the method by which the repayment is to be made. [We have the right to recover overpayment from the Covered Person's Spouse if living, otherwise Child under the age 26 or estate.]

Legal Action: The Covered Person [or his Dependent, if applicable,] may not bring suit to recover under this section until 60 days after he has given Us written proof of loss. No suit may be brought more than [three years] after the date of loss.

CLAIM INFORMATION (continued)

Physical Examination [and Autopsy]: We have the right to have a Physician of Our choice examine the Covered Person [or his Dependent, if applicable,] as often as reasonably necessary while the claim is pending. [We may also have an autopsy made in case of death, unless not allowed by law.] We will pay for the cost of the exam [or autopsy].

In the event of a dispute or disagreement regarding the accuracy or appropriateness of a Diagnosis, We have the right to also request an examination of the evidence used in arriving at a Diagnosis by an independent expert that We select in the applicable field of medicine. We will pay the cost.

Fraud: We will focus on all means necessary to support fraud detection, investigation, and prosecution. It may be a crime if the Covered Person or the employer knowingly, and with intent to injure, defraud or deceive Us, files a claim containing any false, incomplete, or misleading information. These actions, as well as submission of false information, will result in denial of the Covered Person's claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

[Incontestability]: No statement made by any Covered Person relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such person's lifetime, nor unless it is contained in a written instrument signed by him.]

Misstatement Of Age: If a Covered Person's age has been misstated, premiums will be subject to an equitable adjustment. If the amount of the benefit depends upon age, then the benefit will be that which would have been payable, based upon the person's correct age.

Workers' Compensation: The Policy is not to be construed to provide benefits required by Worker's Compensation laws.

Critical Illness Insurance [Application / Enrollment Form]
To be completed by [Employer /Group:]

[Employer/Group] name:	Reason for Application[: <input type="checkbox"/> New Group Plan <input type="checkbox"/> New Hire <input type="checkbox"/> Life Event/Date _____ <input type="checkbox"/> Status Change Date _____ <input type="checkbox"/> Dependent Add/Delete <input type="checkbox"/> Late Enrollee <input type="checkbox"/> Change Name/Address <input type="checkbox"/> Annual Open Enrollment <input type="checkbox"/> Other _____]	[Employee type: (check all that apply) <input type="checkbox"/> Hourly <input type="checkbox"/> Salary <input type="checkbox"/> Union <input type="checkbox"/> Non-Union <input type="checkbox"/> Retired <input type="checkbox"/> Other _____]
Policy number:		
[Requested Effective Date of Coverage /Date of change:		
Date of Hire:		
Position/Title:		
Hours Worked per week:]		

[Employee] Information

Last Name	First Name	M.I.	<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth ____/____/____
Street Address		Apt No.	City	State Zip Code
[Social Security Number	Employer Assigned ID	Spouse Insurance: Yes <input type="checkbox"/> No <input type="checkbox"/>		Child Insurance: Yes <input type="checkbox"/> No <input type="checkbox"/>
In the last 24 months have you smoked a cigarette, cigar, chewed tobacco or used tobacco or nicotine in any form? Yes <input type="checkbox"/> No <input type="checkbox"/>		Height ____Ft. ____ In.		Weight ____lbs.

Employment Status:

I am Actively At Work and have worked at my usual/required place of business for the past 30 days? Yes ☐ No ☐

I am scheduled to work _____ hours per week and have worked those hours for the past 30 days? Yes ☐ No ☐]
 (fill-in hours)

[Spouse Information (complete only if applying for spouse coverage)]

Last Name	First Name	<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth ____/____/____
In the last 24 months have you smoked a cigarette, cigar, chewed tobacco or used tobacco or nicotine in any form? Yes <input type="checkbox"/> No <input type="checkbox"/>	Height ____Ft. ____ In.	Weight ____lbs.]	

[Child(ren) Information (complete only if applying for child(ren) coverage) Please attach a separate sheet with the required information below and in Section 1 (if applicable) for each additional child.]

Child #1 Name:	Date of Birth ____/____/____	Male <input type="checkbox"/> Female <input type="checkbox"/>
Child #2 Name:	Date of Birth ____/____/____	Male <input type="checkbox"/> Female <input type="checkbox"/>
Child #3 Name:	Date of Birth ____/____/____	Male <input type="checkbox"/> Female <input type="checkbox"/>]

[ELECTED BENEFITS (Please check elected plan box and fill out the section for your plan)☐**NON-CONTRIBUTORY PLAN (100% EMPLOYER PAID)**

(There is nothing to fill out in this section if your plan is 100% Employer paid)]

☐**CONTRIBUTORY PLAN (Employer and Employee BOTH contribute premium)**

I am electing coverage for the following (check all that apply and include each coverage amount requested):

<u>Guarantee Issue</u>	<u>Amount Requested</u>	<u>Simplified Issue</u>	<u>Amount Requested</u>	<u>Full Underwriting</u>	<u>Amount Requested</u>
<input type="checkbox"/> Employee	\$_____	<input type="checkbox"/> Employee	\$_____	<input type="checkbox"/> Employee	\$_____]

[Additional Instructions:

- If your application request includes Guarantee Issue **only**, you must complete all information on the first page including the Employment Status question.
- If your application request includes Guarantee Issue **and** Simplified Issue, you must complete all information on the first page including the Employment Status question. **plus** Section 1 – Simplified Issue Underwriting health questions.
- If your application request includes Simplified Issue **only**, you must complete all information on the first page including the Employment Status question. **plus** Section 1 – Simplified Issue Underwriting health questions.
- If your application request is above the maximum offer provided by your Employer, you must complete all information on the first page including the Employment Status question, **plus** Section 1 – Simplified Issue Underwriting health questions **and** Section 2 – Full Underwriting health questions.]

☐**100% EMPLOYEE PAID**

I am electing coverage for the following (check all that apply and include each coverage amount requested):

<u>Guarantee Issue</u>	<u>Amount Requested</u>	<u>Simplified Issue</u>	<u>Amount Requested</u>	<u>Full Underwriting</u>	<u>Amount Requested</u>
<input type="checkbox"/> Employee	\$_____	<input type="checkbox"/> Employee	\$_____	<input type="checkbox"/> Employee	\$_____
<input type="checkbox"/> Spouse	\$_____	<input type="checkbox"/> Spouse	\$_____		
<input type="checkbox"/> Child(ren)	<u>\$2,500.00</u>	<input type="checkbox"/> Child(ren)	<u>\$2,500.00</u>]

[Additional Instructions:

- If your application request includes Guarantee Issue **only**, you must complete all information on the first page including the Employment Status question
- If your application request includes Guarantee Issue **and** Simplified Issue, you must complete all information on the first page including the Employment Status question. **plus** Section 1 – Simplified Issue Underwriting health questions.
- If your application request includes Simplified Issue **only**, you must complete all information on the first page including the Employment Status question. **plus** Section 1 – Simplified Issue Underwriting health questions.
- If your application request is above the maximum offer provided by your Employer, you must complete all information on the first page including the Employment Status question, **plus** Section 1 – Simplified Issue Underwriting health questions **and** Section 2 – Full Underwriting health questions.]

**EMPLOYER PAID BASE AMOUNT WITH EMPLOYEE BUY UP OPTION**

Your Employer is offering a base amount. You have the option to request additional (buy up) coverage

I am electing coverage for the following (check all that apply and include each coverage amount requested):

<u>Guarantee Issue</u>	<u>Amount Requested</u>
------------------------	-------------------------

<input type="checkbox"/> Employee	\$ _____
-----------------------------------	----------

<input type="checkbox"/> Spouse	\$ _____
---------------------------------	----------

<input type="checkbox"/> Child(ren)	<u>\$2,500.00</u>
-------------------------------------	--------------------------

Additional Instructions:

- If your application request includes additional (buy up) Guarantee Issue coverage, you must complete all information on the first page including the Employment Status question.]

Section 1 – Simplified Issue Underwriting

- [The health questions below pertain to an Employee, if you are applying for amounts of insurance requiring Simplified Issue underwriting.
- They also apply to each eligible family member, if you are applying for dependent insurance that requires Simplified Issue underwriting.
- If “Yes” is answered to any question, the person to whom the answer applies will not be eligible for the Simplified Issue amount of insurance.
- In any case, the employee must qualify for insurance in order for dependents (spouse and/or children) to be eligible for insurance

This section also needs to be completed if an Employee is applying for an amount of insurance which requires Full Underwriting (complete Sections 1 & 2)]

	Employee	Spouse	Child #1	Child #2	Child #3
[1. Has any proposed insured tested positive for the Human Immunodeficiency Virus (HIV) Acquired Immune Deficiency Syndrome (AIDS) or AIDS – related complex (ARC)?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>]
[2. Has any proposed insured ever been diagnosed, treated, or been advised by a member of the medical profession to receive treatment for Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) ?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>]
[3. In the past 10 years, has any proposed insured been diagnosed, treated, or been advised by a medical professional to receive treatment for any of the following: <ul style="list-style-type: none"> • chest pain • heart attack • cancer • malignant tumor • stroke • diabetes • kidney disease • an organ, bone marrow, or stem cell transplant; or • changed their medication for high blood pressure in the past 3 months 	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>]
[4. In the past 24 months has any proposed insured: <ul style="list-style-type: none"> • received care, or been advised to receive care, in a hospital, intermediate care facility, long term care facility, or hospice, or • been advised to receive chemotherapy, radiation therapy or dialysis? 	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>]

Section 2 – Full Underwriting

[The health questions below pertain to an Employee, if you are applying for amounts of insurance requiring Full Underwriting.

▪ Complete Section 1 – Simplified Issue Underwriting (above) and Section 2 – Full Underwriting]

<p>[</p> <p>4. In the past 24 months has the Employee been treated or been advised by a medical professional to receive treatment for:</p> <ul style="list-style-type: none">• high blood pressure• high cholesterol• high blood sugar• prostate trouble• elevated prostate specific antigen (PSA)• cirrhosis• liver disorder• thyroid trouble; or• been advised to change their blood pressure medication	<p>Employee</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p style="text-align: right;">]</p>
<p>[</p> <p>5. Has a parent or sibling, either living or deceased, been treated for any of the following before the age of 60?</p> <ul style="list-style-type: none">• heart attack• stroke• kidney disease• cancer• diabetes	<p>Employee</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p style="text-align: right;">]</p>
<p>[</p> <p>6. Is the Employee currently taking any Prescriptions and/or been advised by a medical professional to take any Prescriptions?</p>	<p>Employee</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p style="text-align: right;">]</p>

For [Employees] who are applying for coverage requiring [Full] Underwriting, give full details for each “Yes” answer in [questions 4 and 5.] If more space is needed, attach a separate piece of paper, signed and dated.

QUESTION #	REASON / CONDITION	DATE OF ONSET	DIAGNOSIS	NAME, COMPLETE ADDRESS & PHONE # OF MEDICAL PROVIDER	DATE LAST SEEN

I hereby declare that all the statements made [above and on the reverse side] are, to the best of my knowledge and belief: true and complete; and, that they are the basis on which insurance requested by me may be issued.

[I authorize UnitedHealthcare Insurance Company and its affiliates ("UnitedHealthcare") to: obtain; use; and disclose; my medical, claim or benefit records. This includes any individually identifiable health information contained in these records. I understand these records may contain information created by other persons or entities, including health care providers. I authorize: any health care provider; pharmacy benefit manager; other insurer or reinsurer; Medical Information Bureau; hospital; clinic; or other medical facility; health care clearinghouse; and any of their affiliates, representatives or business associates, who may be in possession of my confidential health information to disclose my information to UnitedHealthcare. I also authorize UnitedHealthcare to disclose information about me to: the Medical Information Bureau; and to any third party administrator of the coverage for which I am applying; or as may be required by law. I agree that a photocopy of this form shall be as valid as the original. I understand that: this authorization is voluntary; and, I may refuse to sign the authorization. My refusal may, however, affect my ability to: enroll in the policy; or, receive benefits. I understand I may revoke this authorization at any time by notifying UnitedHealthcare in writing, except to the extent that action has already been taken in reliance on this authorization. I also acknowledge the following: I understand that information I authorize a person or entity to obtain and use may be: re-disclosed; and no longer protected by federal privacy regulations; except as prohibited by state law. This authorization, unless revoked earlier, expires [24 months] after the date it is signed. I understand that: I am completing a Critical Illness insurance application; and, that each response must be complete and accurate. I request the indicated group coverage for myself [and, if applicable, for my dependents.] I have not given the agent; or, any other persons any health information not included on this form. I understand that UnitedHealthcare is not bound by any statements I have made to any agent or to any other persons, if those statements are not written or printed on this application and any attachments.]

[I certify that I have read, or have had read to me, this completed application and that I realize any false statements or misrepresentation in it may result in loss of coverage under the policy. I certify that I have received the Insurance Information Practices Notice.] I acknowledge that I have read the applicable Fraud Warning Notices provided below.

Return form to:

[05/2011]

FRAUD WARNING NOTICE[S: (Please review notice that applies in your state)]

[For applicants in STATE:]

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**IMPORTANT NOTICE TO PERSONS ON MEDICARE
THIS IS NOT MEDICARE SUPPLEMENT INSURANCE**

Some health care services paid for by Medicare may also trigger the payment of benefits from this policy.

This insurance pays a fixed amount, regardless of your expenses, if you meet the policy conditions, for one of the specific diseases or health conditions named in the policy. It does not pay your Medicare deductibles or coinsurance and is not a substitute for Medicare Supplement insurance.

Medicare pays extensive benefits for medically necessary services regardless of the reason you need them. These include:

- hospitalization
- physician services
- hospice
- [outpatient prescription drugs if you are enrolled in Medicare Part D]
- other approved items and services

This policy must pay benefits without regard to other health benefit coverage to which you may be entitled under Medicare or other insurance.

Before You Buy This Insurance

√ Check the coverage in **all** health insurance policies you already have.

√ For more information about Medicare and Medicare Supplement insurance, review the *Guide to Health Insurance for People with Medicare*, available from the insurance company.

√ For help in understanding your health insurance, contact [your state insurance department or state health insurance assistance program SHIP.]

<i>SERFF Tracking Number:</i>	<i>UHLC-127153197</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>UnitedHealthcare Insurance Company</i>	<i>State Tracking Number:</i>	<i>49019</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>H07G Group Health - Specified Disease - Limited Benefit</i>	<i>Sub-TOI:</i>	<i>H07G.001 Critical Illness</i>
<i>Product Name:</i>	<i>Group Critical Illness</i>		
<i>Project Name/Number:</i>	<i>2011 Employer/</i>		

Supporting Document Schedules

	Item Status:	Status
		Date:
Satisfied - Item: Flesch Certification	Approved-Closed	06/28/2011
Comments:		
Please see Cover Letter for compliance with Rule 19.		
Please see attached Guaranty Notice for compliance with Rule 49.		
Please see attached certificate of readability for compliance with ACA 23-80-206		
Please see attached Arkansas Notice coded UHICI-AR-NOTICE for Consumer Information Notice that will be included in all certificates issued in Arkansas		
Attachments:		
AR Guaranty Notice.pdf		
AR Cover Letter.pdf		
ARKANSAS NOTICE.pdf		
Readability Certification - SIGNED.pdf		

	Item Status:	Status
		Date:
Satisfied - Item: Application	Approved-Closed	06/28/2011
Comments:		
The master group policy application Form LASD-APP2(10/03) was previously approved on December 19, 2003.		
A new employee application/enrollment form is attached to the forms schedule tab.		

	Item Status:	Status
		Date:
Satisfied - Item: List of Forms	Approved-Closed	06/28/2011
Comments:		
Please see attached		
Attachment:		
Critical Illness Forms List.pdf		

APPENDIX "A"

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol, Suite 2
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or disability health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a non-affiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.



June 8, 2011

Arkansas Department of Insurance

Submission for: **UnitedHealthcare Insurance Company**
FEIN No. 36-2739571
NAIC No. 79413

RE: Group Critical Illness Insurance
Form UHICI-POL-1 et. al.
(See Forms List attached)
Submitted for Approval on a General Use Basis

Dear Sir or Madam:

Purpose: On behalf of UnitedHealthcare Insurance Company, we are submitting the enclosed forms for your approval on a general use basis. The submitted forms are new and we do not currently intend to replace any forms previously filed with your Department.

Form Contents and Related Filings: The forms provide Critical Illness insurance on a group basis to employees and members of eligible groups as may be defined by your state law.

UnitedHealthcare Insurance Company certifies that these Critical Illness benefits will be offered and marketed as supplemental insurance, and not as a substitute for hospital or medical expense insurance, health care service plans, or major medical insurance. The amount of medical expense incurred and the type of treatment received will not affect the sum payable.

United Healthcare Insurance Company certifies that the marketing of these Critical Illness benefits complies with Rule 19 Unfair Discrimination in the Sale of Insurance.

Forms Listing and Variability of Forms:

For your reference, we have included a forms list. The list contains a description of each form and whether is standard or optional. Please note that we intend to use form LASD-APP2 (10/03) for a group application and this form is not included because it was previously approved by your department on December 19, 2003.

Only forms listed as optional on the forms list, and text bracketed on the form as variable, will be changed or omitted. Where exclusions or other limitations are shown as variable, they may be deleted but none will be added. Where numbers or time periods are variable, changes will be more liberal to the insured, but not more restrictive. Definitions that are not applicable to the plan design selected by the group may be omitted but only text designated as variable within the definitions may be changed.

Reference to Dependents and Dependent coverage are bracketed so that these may be removed if the forms do not cover dependents. The word employee is bracketed so that it may be changed to an

appropriate term if, for example, the employer calls their employees “associates” or a labor union wishes to use the term “member,” or similar.

The policy amendment form may be used to make changes to text that is variable. Examples of the policy changes are described on the form. Similarly the application modification will be used to request an applicant acknowledge any needed correction to “fill-in” text. The types of changes made by these forms will be within the availability of filed content. These forms will be used with the product forms within this filing and may be used with other applicable approved product forms.

The pages may run in continuous copy when printed.

Thank you for your assistance with this submission. Please feel free to call or email me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads "Sue Adamowicz". The signature is written in a cursive, flowing style.

Sue Adamowicz, Sr. Compliance Analyst
sadamowicz@uhc.com
UnitedHealthcare Insurance Company
Direct Phone: 860.702.6003
185 Asylum Street
Hartford, CT 06103

ARKANSAS

With respect to residents of the state of Arkansas, the following provision is included to bring your certificate into conformity with Arkansas state law:

Insurer Information Notice

Any questions regarding the Policy may be directed to:
UnitedHealthcare Insurance Company
Administrative Offices
6300 Olson Memorial Highway
Golden Valley, MN 55427
1-866-615-8727

If the question is not resolved, you may contact the Arkansas Insurance Department:
Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 77201-1904
Telephone: 1-800-852-5494 or 501-371-2640

UnitedHealthcare Insurance Company
185 Asylum Street
Hartford, Connecticut

FLESCH CERTIFICATION

In behalf of UnitedHealthcare Insurance Company, I certify that the forms listed below satisfy the NAIC Model Bill standards of policy language simplification legislation for accident and health insurance.

Form Number	Form Title	Flesch Score
UHICI-POL-1, including rider/ amendment forms: <ul style="list-style-type: none">• UHICI-APPMOD;• UHI-POLMOD;• UHICI-WB;• UHICI-RB;• UHICI-HIV	Group Critical Illness Policy and rider / amendment forms	50.0
UHICI-CERT-1	Group Critical Illness Certificate	51.6

Signature: Juanita B. Huin, Asst. Secretary

Date: 6/8/11

UnitedHealthcare Insurance Company
UHICI-POL-1 et. al. Forms Listing
Group Critical Illness Policy

A list of base form numbers, form description and usage appear below. When printed, the basic application form number may appear only on the front page of the application which will run in continuous copy. The basic certificate form number may also appear only on its face page when run in continuous copy. This list shows forms that are included on a standard basis and those that may be optionally quoted as part of the benefit package, and/or optionally selected by the group. Any definition or other module that is not referenced by the benefit options which we quote, or which the Policyholder selects, will be omitted if not applicable.

Policy Form Number	Description	Included
UHICI-POL-1	Face page	Standard to Include
UHICI-POL-PG	Policy General Provisions	Standard to Include
UHICI-POL-TERM	Policy General Provisions (continued)	Standard to Include
UHICI-POL-PREM	Policy General Provisions (continued)	Standard to Include
UHICI-POL-EG	Enrolling Group Schedule	Optional
UHICI-POL-TOC	Table of Contents	Standard to Include
Certificate Form Number	Description	Included
UHICI-CERT-1	Face page	Standard to Include
UHICI-TOC	Table of Contents	Standard to Include
UHICI-SCHED-CP	Schedule of Benefits – Covered Person	Optional
UHICI-SCHED-GP	Schedule of Benefits – Group Policy	Standard to Include
UHICI-GD	General Definitions	Standard to Include
UHICI-BPD	Benefits Payable and Benefits Definitions	Standard to Include
UHICI-BPD-1CAT	Benefits Payable and Benefits Definitions – Category 1	Standard to Include 1 or more of 1CAT, 2CAT, 3CAT
UHICI-BPD-2CAT	Benefits Payable and Benefits Definitions – Category 2	Standard to Include 1 or more of 1CAT, 2CAT, 3CAT
UHICI-BPD-3CAT	Benefits Payable and Benefits Definitions – Category 3	Standard to Include 1 or more of 1CAT, 2CAT, 3CAT
UHICI-ETP	Eligibility, Effective Date and Termination Provisions	Standard to Include
UHICI-CONT-REINS	Continuation and Reinstatement Provisions	Standard to Include
UHICI-PORT	Portability	Optional
UHICI-EXCL	General Exclusions and Limitations	Standard to Include
UHICI-CONT	Continuity of Insurance Upon Transfer of Insurance Carriers	Optional
UHICI-CLM	Claim Information	Standard to Include
UHICI-MS-NOTICE	Important Notice To Persons On Medicare	Standard to Include
Riders	Description	Included
UHICI-WB	Wellness Benefit [Rider]	Optional Benefit
UHICI-RB	Restoration Benefit [Rider]	Optional Benefit
UHICI-HIV	Occupational HIV Benefit [Rider]	Optional Benefit
UHI-POLMOD	Policy / Certificate Modifications Rider	Optional Rider
UHI-APPMOD	Application Modification Rider	Optional Rider
Application	Description	Included
EECIAPP	Critical Illness [Application / Enrollment Form]	Standard - if group selects a plan requiring underwriting and/or applicant contributions
EECIAPP-EB	Critical Illness – Elected Benefits	Standard to Include if group selects plans which provide more than one option to the applicant
EECIAPP-BU	Employee Buy Up Option	Standard to Include if group selects base plus buy-up
EECIAPP-SI	Simplified Issue Underwriting Questions Section	Included if group selects simplified issue plan
EECIAPP-FU	Full Underwriting Questions Section	Additional if group selects fully underwritten plan
EECIAPP-AUTH	Authorization and Acknowledgment	Standard to Include
EECIAPP-FW	Fraud Warning Notices	Standard to Include

<i>SERFF Tracking Number:</i>	<i>UHLC-127153197</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>UnitedHealthcare Insurance Company</i>	<i>State Tracking Number:</i>	<i>49019</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>H07G Group Health - Specified Disease - Limited Benefit</i>	<i>Sub-TOI:</i>	<i>H07G.001 Critical Illness</i>
<i>Product Name:</i>	<i>Group Critical Illness</i>		
<i>Project Name/Number:</i>	<i>2011 Employer/</i>		

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
06/08/2011	Form	Certificate of Coverage	06/28/2011	CI Certificate 6-3.pdf (Superceded)

UnitedHealthcare Insurance Company
[185 Asylum Street
Hartford, Connecticut]
(Home Office)

Policyholder: [ABC Company

Enrolling Group: ABC Company

Effective Date of Enrolling Group: January 1, 2011

Policy Number: 1234

Policy Anniversary Date: January 1st

Covered Person: As on file with the Administrator

Certificate Number: As on file with the Administrator

Certificate Effective Date: As on file with the Administrator

Beneficiary: As on file with the Administrator]

We, UnitedHealthcare Insurance Company, issue this Certificate to the Covered Person as evidence of insurance under the Policy We issued to the Policyholder shown above. This Certificate describes the benefits and other important provisions of the Policy.

The Policy is a legal contract between the Policyholder and Us and it may be changed or discontinued without the consent of the Covered Person or the Covered Person's beneficiary. The Policy may be inspected at the office of the Policyholder.

The benefits described in this Certificate insure the Covered Person [and, if applicable, Dependents,] provided the person is eligible, has become covered, and the required premium has been paid to Us.

Read the Group Certificate Carefully. If the Policyholder has any questions or problems with the Policy, We will be ready to help the Policyholder. The Policyholder may call upon [his agent or Our Home Office] for assistance at any time. If the Covered Person has questions, needs information about their insurance, or needs assistance in resolving complaints[, call 1-866-615-8727.]

The Certificate is signed at the Home Office of UnitedHealthcare Insurance Company by[:



Secretary



President

[Administrative Office:
9900 Bren Road East
Minnetonka, MN 55343]

Group Critical Illness Insurance Certificate

THE POLICY PROVIDES A LIMITED BENEFIT FOR CERTAIN CRITICAL ILLNESSES.
THE POLICY IS NOT A MEDICARE SUPPLEMENT POLICY.

UHICI-CERT-1
Printed in U.S.A.

[5/2011]

TABLE OF CONTENTS

[SCHEDULE OF BENEFITS

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CONTINUATION AND REINSTATEMENT PROVISIONS	#
PORTABILITY	#
GENERAL EXCLUSIONS AND LIMITATIONS.....	#
CONTINUITY OF COVERAGE UPON TRANSFER OF INSURANCE CARRIERS	#
CLAIM INFORMATION	#]

[

SCHEDULE OF BENEFITS**Covered Person:**

John Doe
Any Street
Anytown, Minnesota

Policyholder:

Policy Number
Certificate Effective Date

ABC Company

1234

January 1, 2012

Critical Illness Benefit**Benefit Waiting Period**

30 days

Maximum Benefit Amount

- **Employee:** \$20,000
- **Spouse:** \$10,000
- **Child:** \$2,500

Percentage of Maximum Benefit Payable:**Category 1:**

- **Level 1 Cancer** 100%
- **Level 2 Cancer** 25%

Category 2:

- **Coronary Artery Bypass** 25%
- **Heart Attack** 100%
- **Heart Transplant** 100%
- **Ruptured Aneurysm** 100%
- **Stroke** 100%

Category 3

- **Coma** 100%
- **Chronic Renal Failure** 100%
- **Major Organ Transplants** 100%
- **Permanent Paralysis** 100%
- **Severe Brain Damage** 100%
- **Severe Burns** 100%

Portability:

Included

Benefit Riders**Wellness Benefit:**

\$100 per calendar year

Occupational HIV:

\$10,000

Restoration Benefit:

For each Category, not to exceed:

- 100% of Employee's Maximum Benefit Amount
 - 100% of Spouse's Maximum Benefit Amount
 - 100% of Child's Maximum Benefit Amount
- whichever applies

UnitedHealthcare Insurance Company
Hartford, Connecticut

]

[

SCHEDULE OF BENEFITS (continued)

Coverage Reduction at Age 70: The Critical Illness and Restoration of Benefit Amounts reduce by 50% upon attainment of Age 70. If Age 70 or over at time of application, the amounts will not be more than 50% of the amounts applicable to persons in the same Class who are under Age 70.

Maximum Age for Dependent Child: 26 years
Maximum Age of Student: 26 years

Evidence of Insurability: Evidence of Insurability is required for any:

1. Employee Maximum Benefit Amount in excess of \$30,000.
2. Spouse Maximum Benefit Amount in excess of \$10,000.
3. Child Maximum Benefit Amount in excess of \$2,500.

Premium Rate Change: The Covered Person and Dependent premiums may change on any Premium Due Date if rates for the person's Class are changed under the group Policy.

UnitedHealthcare Insurance Company
Hartford, Connecticut

]

[

SCHEDULE OF BENEFITS

Policyholder:	ABC Company
Eligible Class:	Employees of ABC Company who meet the eligibility requirements and who are Actively at Work, and their eligible Dependents.
Description of Class:	All Eligible Employees working a minimum of 20 hours per week
Employee Waiting Period:	None
Benefit Waiting Period:	30 days
Maximum Benefit Amount: (Payable per Category below)	Employee: \$1,000 to \$50,000 in increments of \$1,000 Spouse: \$1,000 to \$30,000 in increments of \$1,000 Child: \$2,500 to \$5,000
<u>Category 1:</u>	Percentage of Maximum Benefit Amount payable per Covered Person or Dependent
Level 1 Cancer	100%
Level 2 Cancer	25%
<u>Category 2:</u>	Percentage of Maximum Benefit Amount payable per Covered Person or Dependent
Heart Attack	100%
Heart Transplant	100%
Ruptured Aneurysm	100%
Stroke	100%
Coronary Artery Bypass	25%
<u>Category 3:</u>	Percentage of Maximum Benefit Amount payable per Covered Person or Dependent
Coma	100%
Chronic Renal Failure	100%
Major Organ Transplants	100%
Permanent Paralysis	100%
Severe Brain Damage	100%
Severe Burns	100%

**UnitedHealthcare Insurance Company
Hartford, Connecticut**

]

[**SCHEDULE OF BENEFITS (continued)**

Portability	Included
Benefit Rider:	
Wellness Benefit	\$100 per calendar year
Occupational HIV Rider:	
Occupational HIV Benefit	\$10,000
Restoration Rider:	
Restoration Benefit	Employee: Payable up to 100% of the Maximum Benefit Amount for each Category Spouse: Payable up to 100% of the Maximum Benefit Amount for each Category Child: Payable up to 100% of the Maximum Benefit Amount for each Category

Coverage Reduction at Age 70: The Critical Illness and Restoration of Benefit Amounts reduce by 50% upon attainment of Age 70. If Age 70 or over at time of application, the amounts will not be more than 50% of the amounts applicable to persons in the same Class who are under Age 70.

Maximum Age for Dependent Child: 26 years
Maximum Age of Student: 26 years

Evidence of Insurability Requirements:

Evidence of insurability will be required for the following:

1. any amount of Employee Maximum Benefit Amount in excess of \$30,000.
2. any amount of Spouse Maximum Benefit Amount in excess of \$10,000.
3. any amount of Child Maximum Benefit Amount in excess of \$2,500.

Premium Rate Change: The Covered Person and Dependent premiums may change on any Premium Due Date if rates for the person's Class are changed under the group Policy.

UnitedHealthcare Insurance Company
Hartford, Connecticut

]

GENERAL DEFINITIONS

Note: Large brackets mean definitions are in/out; may delete if n/a to options group selects. Small brackets denote variables in text.

The male pronoun, whenever used in the Policy, includes the female.

Active Work or Actively at Work: the Covered Person [reports for work at his usual place of employment or any other business location where he is required to travel and is able to perform his regular occupation for the entire normal workday. The Covered Person must be working at least the minimum number of hours per week in an Eligible Class, as shown in the Schedule of Benefits.

Unless disabled on the prior workday or on the day of absence, a Covered Person will be considered Actively at Work on the following days:

1. a Saturday, Sunday or holiday which is not a scheduled workday;
2. a paid vacation day, or other scheduled or unscheduled non-workday; or
3. an excused or emergency leave of absence (except medical leave).]

Benefit Waiting Period: an exclusionary period immediately following the effective date of a person's insurance, during which benefits are not payable. When a Critical Illness has a Date of Diagnosis within the Benefit Waiting Period, benefits are not payable on the basis of that diagnosis.

Change in Family Status [:

1. a change in marital status (marriage, divorce, legal separation, annulment);
2. a change in the number of Dependents for tax purposes (birth, legal adoption of a Child, placement of a Child with the Covered Person for adoption, or death of a Dependent);
3. certain changes in employment status that affect benefits eligibility for the Covered Person, Spouse or Child, such as termination of employment, a strike or lockout, the start of or return from an unpaid leave of absence, a change in worksite, a change in work schedule (between full-time and part-time work, decrease or increase in hours);
4. a change of residence for the Covered Person, Spouse or Child;
5. a significant increase in the cost of coverage or a significant reduction in the benefit coverage under the Covered Person's insurance or his Spouse's insurance;
6. the addition, elimination, or significant curtailment of, a coverage option;
7. a change in the Covered Person's, Spouse's or Child's coverage during another employer's Annual Enrollment, Re-Enrollment period when the other plan has a different period of coverage.]

[Contributory or][Non-Contributory Insurance:] [Contributory Insurance is insurance for which the Covered Person must apply and agree to make the required premium contributions.] [Non-Contributory Insurance is insurance for which the Covered Person does not have to make any premium contributions.]

Covered Person: the [Employee] insured under the Policy. References to "Covered Person," "Covered Persons" and "Covered Person's" throughout this Certificate are references to a Covered Person.

Dependent: the Covered Person's Spouse [or Child,] as defined below.

Spouse means a legal Spouse [including a Domestic Partner].

GENERAL DEFINITIONS (continued)

[Child means an unmarried Child under the Maximum Age for Dependent Child shown in the Schedule and who is:

1. a natural Child;
2. a stepchild;
3. a legally adopted Child;
4. a Child placed for adoption;
5. a Child for whom legal guardianship has been awarded to the Covered Person or the Covered Person's Spouse.

The Child will cease to be an eligible Dependent on the last day of the Calendar Year following the date the Child reaches the Maximum Age for Dependent Child unless the Child is an Eligible Student or an Incapacitated Child.]

[A Child is an Eligible Student if he is:

1. not married;
2. not in the armed forces of any country;
3. not insured under the Policy as a Covered Person;
4. under the Maximum Age of Student as shown in the Schedule of Benefits;
5. attending an accredited post-secondary school (other than a correspondence school) on a full-time basis as defined by the post-secondary school; and
6. is enrolled in the next scheduled term.]

[A Child is an Incapacitated Child if he is:

1. unmarried;
2. physically or mentally disabled; and
3. financially dependent upon the Covered Person.]

[No one can be a dependent of more than one Covered Person.]

Domestic Partner: a person of the opposite or same sex with whom the Covered Person has established a Domestic Partnership.

Domestic Partnership: a relationship between a Covered Person and one other person [of the opposite or same sex.] All of the following requirements apply to both persons:

1. they must not be related by blood or a degree of closeness that would prohibit marriage in the law of the state in which they reside;
2. they must not be currently married to, or a Domestic Partner of another person under either statutory or common law;
3. they must share the same permanent residence and the common necessities of life;
4. they must be at least 18 years of age;
5. they must be mentally competent to consent to contract[;
6. they must be financially interdependent and have furnished documents to support the following conditions of such financial interdependence:
 - a. they have a single dedicated relationship of at least six months duration;
 - b. they have at least two of the following:
 - a joint ownership of an automobile;
 - a joint checking, bank or investment account;
 - a joint credit account;
 - a joint ownership or a lease for a residence identifying both partners as tenants; or
 - a will and/or life insurance policies which designates the other as primary beneficiary;
7. the Covered Person and the Domestic Partner must jointly sign the required Affidavit of Domestic Partnership prior to coverage being issued.]

GENERAL DEFINITIONS (continued)

[Employee:] a person who [is authorized to work and] reside in the United States and is[:

1. directly employed in the normal business of the Employer /Enrolling Group;
2. paid for services by the Enrolling Group; and
3. Actively at Work for the Employer /Enrolling Group, or any subsidiary or affiliate insured under the Policy.

No director or officer of an Employer /Enrolling Group will be considered an Employee unless he meets the above conditions.]

Employer: the Policyholder [and includes any division, subsidiary, or affiliated company named in the Policy. Employer does not include Employers of other related areas of practice for which the Covered Person may also work.]

Enrollment:

[Enrollment Period - the Initial Enrollment Period or Re-Enrollment Period.]

[Initial Enrollment Period - the period during which the Employee may first apply in writing for insurance.]

[Re-Enrollment Period: the period of time following the Initial Enrollment Period determined by the Employer and Us during which the Covered Person may apply in writing for insurance under the Policy or change his insurance under the Policy.]

Hospital or Medical Facility: a legally operated, accredited facility licensed to provide full-time care and Treatment for the condition for which benefits are payable under the Policy. It is operated by a full-time staff of licensed physicians and registered nurses. It does not include facilities that primarily provide custodial, education or rehabilitative care, or long-term institutional care on a residential basis.

Injury: a bodily Injury resulting directly from an accident and independently of all other causes [and the accident occurs while covered under the Policy].

Physician: a medical doctor or doctor of osteopathy who is:

1. duly licensed in the state or Province in which the Treatment is received; and
2. practicing within the scope of that license.

For the purposes of the Policy, the term Physician does not include the Covered Person, the Covered Person's Spouse[, or any family members.]

Policy Anniversary Date: the annual renewal date of the group insurance contract between Us and the Policyholder.

Policyholder: the group named as the Policyholder on the face page of this Certificate.

Sickness: an illness, [or] disease[, pregnancy or complication of pregnancy.]

Treatment: as used in the Policy refers to any consultation, advice, tests, attendance or observation, supplies or equipment, including the prescription or use of prescription drugs or medicines.

We, Our and Us: UnitedHealthcare Insurance Company [or its Administrator].

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BENEFITS PAYABLE AND BENEFIT DEFINITIONS

Benefit Payable: We will pay [up to a total of 100% of the] Maximum Benefit Amount for [each of the Categories shown on the Schedule of Benefits] for which the Covered Person [or Dependent:]

1. receives a Diagnosis of a Critical Illness; and
2. for which he is insured on the Date of Diagnosis.

[If the benefit paid for a Critical Illness within a specific category is less than 100%, the remainder of the Maximum Benefit Amount will be an available benefit for another Critical Illness for which a benefit has not already been paid within the specific Critical Illness category.]

The benefit payable will be paid [in a lump sum amount.]

Critical Illness: The Diagnosis of an illness or condition as defined in this section.

Diagnosis: The diagnosis by a Physician that is all of the following:

1. in writing;
2. made while the Covered Person's insurance under the Policy is in force and is subject to all provisions of the in force Policy; and
3. based on objective clinical findings and/or laboratory investigations and supported by medical records and any diagnostic requirements stated in the Policy.

Date of Diagnosis, based on objective clinical or pathological findings, is: [

1. for Cancer, the date that the tissue specimen, blood sample(s) and/or titer(s) are taken on which the diagnosis of Cancer is based;
2. for Coronary Artery Bypass, the date that heart disease has been clinically diagnosed and requires the Covered Person or Dependent to undergo a surgical procedure to open a blockage of one or more coronary arteries using venous or arterial grafts;
3. for Heart Attack, the date the Physician confirms that a Heart Attack (myocardial infarction) has occurred;
4. for Heart Transplant, the date the Physician recommends that the Covered Person or Dependent undergo a heart transplant, or results in the Covered Person or Dependent being placed on the United Network of Organ Sharing (UNOS) transplant list. If the Covered Person or Dependent is determined by the Physician to be too ill for a transplant, but otherwise meets the criteria for placement on the UNOS list, the network requirement will be waived;
5. for Ruptured Aneurysm, the date the Physician confirms that a Ruptured Aneurysm occurred;
6. for Stroke, the date the Physician confirms that a Stroke occurred;
7. for Chronic Renal Failure, the date the Physician recommends that the Covered Person or Dependent undergo hemodialysis or peritoneal dialysis at least weekly, or results in the Covered Person or Dependent being placed on the United Network of Organ Sharing (UNOS) transplant list, whichever occurs first;
8. for Coma, the date the Physician confirms that the Covered Person or Dependent has been in a Coma for a continuous period of at least 30 days;
9. for Major Organ Transplant, due to documented major organ failure, the date the Physician recommends that the Covered Person or Dependent undergo transplant surgery, or results in the Covered Person or Dependent being placed on the United Network of Organ Sharing (UNOS) transplant list for the organ that has failed, whichever occurs first. If the Covered Person or Dependent is determined by the Physician to be too ill for a transplant, but otherwise meets the criteria for placement on the UNOS list, the network requirement will be waived;
10. for Paralysis, the date the Physician confirms the complete loss of functional use of two or more limbs for a continuous period of at least 30 days;
11. for Severe Brain Damage, the date the Physician confirms that the Severe Brain Damage has lasted for a continuous period of at least 90 days; and
12. for Severe Burns, the date the Physician confirms the presence of Severe Burns.]

BENEFITS PAYABLE AND BENEFIT DEFINITIONS

BENEFITS PAYABLE AND BENEFIT DEFINITIONS

[Category 1] Critical Illness: means [a Level 1 or Level 2 Cancer as stated below.]

Cancer: a pathological diagnosis of cancer. However, a clinical diagnosis of [Level 1] Cancer that is based on symptoms will be recognized if:

1. a pathological diagnosis cannot be made because it is medically inappropriate or life threatening;
2. there is medical evidence to support the diagnosis; and
3. a Physician is treating the Covered Person or Dependent for Cancer.

[Level 1] Cancer means a malignant tumor which has:

1. uncontrolled growth of malignant cells; and
2. invaded normal tissue.

It must be positively diagnosed with histopathological confirmation.

The term does not include the tumors listed below:

1. Chronic lymphocytic leukemia that has not progressed to at least:
 - a. Rai stage II; or
 - b. Binet Stage B.]
2. All tumors that are histologically described as:
 - a. premalignant;
 - b. noninvasive;
 - c. carcinoma in situ (including cervical dysplasia: CIN-1; CIN-2; and CIN-3);
 - d. borderline malignant; or
 - e. low malignant potential.
3. All skin cancers, unless:
 - a. there is evidence of metastasis; or
 - b. the tumor is a malignant melanoma of greater than 1.0 mm maximum thickness [(regardless of Clark level or ulceration)] as determined by histological examination [using the Breslow method.]
4. Prostate cancer; unless histologically classified as:
 - a. Gleason score 7 or greater; or
 - b. TNM classification T1bN0M0 or greater.]
5. Papillary carcinoma of the thyroid that is:
 - a. 1 cm or less in diameter; and
 - b. limited to the thyroid.
6. Noninvasive papillary cancer of the bladder histologically described as [TNM classification TaN0M0 or lower.]

Level 2 Cancer means a malignant tumor which has not yet become invasive but is confined only to the superficial layer of cells from which it arose (i.e. malignant cells confined to the epithelium without penetration of the basement membrane).

The term does include:

1. carcinoma in-situ;
2. prostate cancer; or
3. papillary carcinoma of the thyroid, and noninvasive papillary cancer of the bladder;

that is not covered under [Level 1 Cancer.]

[Level 2] Cancer does not include the tumors listed below:

1. pre-malignant conditions or conditions with malignant potential;
2. Basal cell carcinoma and squamous cell carcinoma of the skin; or
3. Melanoma or melanoma in situ.]

BENEFITS PAYABLE AND BENEFIT DEFINITIONS (continued)

[Category 2] Critical Illness: means [Coronary Artery Bypass, Heart Attack, Heart Transplant, Ruptured Aneurysm or Stroke] as defined below.

Note: Large brackets mean definitions are in/out; may delete if n/a to options group selects. Small brackets denote variables in text.

Coronary Artery Bypass: Heart disease that has been clinically diagnosed and requires the Covered Person or Dependent to undergo a surgical procedure to open a blockage of one or more coronary arteries using venous or arterial grafts. Coronary artery bypass does not include [balloon angioplasty, placement of intravascular stent, laser relief] or other like procedures.

Heart Attack (myocardial infarction): means the death of a portion of the heart muscle (myocardium) resulting from a blockage of one or more coronary arteries. Heart Attack results in some permanent functional loss of heart contraction detectable by a regional contraction abnormality study on an imaging study.

The diagnosis must include all of the following criteria concurrently:

1. typical clinical symptoms such as central chest pain;
2. acute diagnostic increase of specific cardiac markers; and
3. new electrocardiographic changes of infarction.

Heart Attack does not include any other disease or injury involving the cardiovascular system. [Heart Attacks that occur during a medical procedure are not included. Cardiac Arrest not caused by a Myocardial Infarction is not a Heart Attack. Established (old) myocardial infarction prior to the Effective Date is excluded.]

Heart Transplant: a clinical diagnosis of heart failure of such severity that the Physician recommends the Covered Person [or Dependent] undergo a heart transplant, or results in the Covered Person [or Dependent] being placed on the [United Network of Organ Sharing (UNOS)] transplant list. If the Covered Person [or Dependent] is determined by the Physician to be too ill for a transplant, but otherwise meets the criteria for placement on the [UNOS list, the network] requirement will be waived.

Ruptured Aneurysm (Ruptured Cerebral, Carotid or Aortic Aneurysm): the diagnosis of a Ruptured Aneurysm must be supported by:

1. Medical records; including
2. Radiographically specific diagnostic studies to objectively support the diagnosis as established by [the American Academy of Radiologists.]

Stroke: a cerebrovascular event resulting in measurable permanent neurological damage or impairment, including infarction of brain tissue, hemorrhage and embolism from an extra cranial source. The diagnosis must be based on objective clinical evidence of brain tissue damage for a continuous period of [at least 30 days], using a current neuro imaging test such as[:

1. a CT Scan (Computed Tomography);
2. MRI (Magnetic Resonance Imaging);
3. MRA (Magnetic Resonance Angiography);
4. PET Scan (Positron Emission Tomography); or
5. Arteriography or Angiography.]

Stroke does not include [Transient Ischemic Attacks (TIA) or attacks of Vertebrobasilar Ischemia.]

BENEFITS PAYABLE AND BENEFIT DEFINITIONS (continued)

[Category 3] Critical Illness:

Note: Large brackets mean definitions are in/out; may delete if n/a to options group selects. Small brackets denote variables in text.

Chronic Renal Failure: the chronic irreversible failure to function of both kidneys of such severity that the Physician recommends the Covered Person or Dependent undergo hemodialysis or peritoneal dialysis [at least weekly,] or results in the Covered Person or Dependent being placed [on the United Network of Organ Sharing (UNOS)] transplant list.

Coma: the diagnosis of a state of unconsciousness for a continuous period of at least [30 days] and which is not a result of Stroke. The Coma diagnosis must be supported by:

1. [a Glasgow Coma Scale Score of eight or below throughout the 30 day period;] and
2. an Electroencephalogram (EEG).

Major Organ Transplant: a clinical diagnosis of a major organ failure of a kidney, liver, both lungs, or pancreas of such severity that the Physician recommends the Covered Person [or Dependent] undergo transplant surgery, or results in the Covered Person or Dependent being placed on [the United Network of Organ Sharing (UNOS) transplant list] for the organ that has failed. If the Covered Person [or Dependent] is on the UNOS list for a combined transplant, only one benefit will be paid. If the Covered Person or Dependent is determined by the Physician to be too ill for a transplant, but otherwise meets the criteria for placement [on the UNOS list,] the network requirement will be waived.

Permanent Paralysis: total and permanent loss of the use of two or more limbs (arms or legs or combination) due to Injury or Sickness for a continuous period of [at least 30 days,] and which is not a result of Stroke.

Severe Brain Damage: accidental cranial trauma that:

1. results in permanent loss of cognitive ability for a continuous period of at [least 90 days;]
2. renders the Covered Person [or Dependent] unable to safely and completely perform [three] or more of the following Activities of Daily Living without another person's [active assistance or verbal cueing:]
 - a. Bathing – the ability to wash oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower;
 - b. Dressing – the ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs;
 - c. Toileting – the ability to get to and from the toilet, get on and off the toilet and perform associated personal hygiene;
 - d. Transferring – the ability to move into or out of a bed, chair or wheelchair;
 - e. Continence – the ability to maintain control of bowel and bladder functions; or, when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene including caring for catheter or colostomy bag;
 - f. Eating – the ability to feed oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

The diagnosis must be based on objective laboratory and clinical findings, including [a score of seven or less on the Rancho Los Amigos Scale] throughout the [90 day] period.

Severe Burns: the diagnosis of third degree burns covering [at least 20%] of the surface area of the body. Third degree burns means the destruction of the skin through the entire thickness or depth of the dermis and the layer of tissue below the skin (subcutaneous tissue).]

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Note: Large brackets mean Dependent sections in/out; may delete if n/a to option group selects. Small brackets denote variables in text.

Covered Person's Eligibility: [Employees] who are [Actively at Work for an Enrolling Group] are eligible for insurance [after completion of the required Employee Waiting Period] provided [:

1. they are in a class of Employees who are included; and
2. customarily working at least the number of hours per week shown in the Schedule of Benefits.]

An [Employee] will become eligible for insurance on [the latest of] the following dates:

1. the Effective Date of the Policy[;
2. the Effective Date of the Enrolling Group;
3. the end of the Employee Waiting Period shown in the Schedule of Benefits;
4. the date the Policy is changed to include the Employee's class; or
5. the date the Employee enters a class eligible for insurance.]

Dependent Eligibility: Dependents are eligible for insurance on the latest of the following dates:

1. the date the Covered Person becomes eligible for Dependent Insurance;
2. the date a person becomes a Dependent[; or
3. the date the Policy is amended to include the Covered Person's class as being eligible for Dependent Insurance.]

The Dependent will not be eligible for Dependent Insurance if he:

1. is eligible for insurance under the Policy as a Covered Person[; or
2. is a member of the armed forces on active duty, except for duty of 30 days or less for training in the Reserves or National Guard; or
3. has been diagnosed as having a life expectancy of less than 12 months.]

[Enrolling in or Changing Insurance for Covered Person Insurance Under the Policy: The Employee may enroll in or change his insurance only under the following situations:

1. during the Initial Enrollment Period:
 - a. if the Employee is eligible for insurance on the Effective Date, he may enroll for insurance during the Initial Enrollment Period. If an Employee fails to enroll, then he will not be insured under the Policy.
 - b. if the Employee becomes eligible for insurance after the Effective Date, he may enroll for insurance during his Initial Enrollment Period.
2. during a Re-enrollment Period: The Employee may choose:
 - a. to keep his same insurance;
 - b. no insurance under the Policy;
 - c. to enroll for insurance if not currently insured under the Policy;
 - d. to change any benefit or amount that is optional;
3. within 31 days of a Change in Family Status, as defined, the Employee may choose to enroll or change the insurance for which he is eligible.

During a Re-enrollment Period, if the Covered Person does not re-enroll for insurance, he will continue to be insured for the same insurance.]

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS (continued)

[Enrolling in or Changing Dependent Insurance Under the Policy:

The Employee may elect or change Dependent Insurance only under the following situations:

1. during the Initial Enrollment Period:
 - a. if the Dependents are eligible for insurance on the Effective Date of the Policy, the Employee may enroll for Dependent insurance during the Initial Enrollment Period. If an Employee fails to enroll his Dependents, then the Dependents will not be insured under the Policy.
 - b. if the Dependents become eligible for insurance after the Effective Date of the Policy, the Employee may enroll for Dependent Insurance during his Initial Enrollment Period.
2. during a Re-enrollment Period: The Employee may choose:
 - a. to keep the same Dependent Insurance;
 - b. no Dependent insurance under the Policy;
 - c. to apply for Dependent Insurance under the Policy;
 - d. to change any benefit or amount of Dependent Insurance that is optional;
3. within 31 days of a Change in Family Status, as defined, the Employee may choose to enroll or change his Dependent Insurance provided the Dependent is eligible.

The Employee may enroll for:

1. Dependent Insurance for Spouse only;
2. Dependent Insurance for Children only; or
3. Dependent Insurance for both Spouse and Children.

During a Re-enrollment Period, if the Covered Person does not re-enroll for Dependent Insurance, his Dependents will continue to be insured for the same insurance until the next Re-enrollment Period.

Dependents will not be insured until the Employee is insured. Dependents are not eligible for any benefit or amount that is more than the Covered Person's.]

Effective Date of Covered Person [Initial] Insurance: If an [Employee] is [not Actively at Work] on the date his insurance is scheduled to take effect, it will take effect on [the day after the date he returns to Active Work.] If the [Employee's] insurance is scheduled to take effect on a non-working day, his Active Work status will be based on [the last working day before the scheduled Effective Date of his insurance.]

[An Employee must use forms provided by Us when applying for insurance].

The [Employee's] insurance will be effective at [12:01 A.M. Eastern Standard time as follows:

1. if it is Non-contributory, on the date the Employee becomes eligible for insurance, regardless of when he applies, or
2. if it is Contributory, and the Employee makes application within 31 days after the date he first became eligible, on the later of:
 - a. the date the Employee is] eligible for insurance[, regardless of when he applies; or
 - b. the date the Employee's application is approved by Us if evidence of insurability is required.]

[Evidence of insurability is required if an Employee applying for Contributory Insurance:

1. does not apply for insurance within 31 days after the date he first became eligible; or
2. he has previously terminated his insurance while in an eligible class; or
3. applies for an amount of insurance other than during an Enrollment Period.]

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS (continued)

Effective Date of Dependent Initial Insurance: No insurance will take effect on any day the Dependent [is confined in a Hospital or Medical Facility. Insurance will take effect on the day following discharge from the Hospital or Medical Facility.]

[A Covered Person must use forms provided by Us when applying for Dependent Insurance.]

The Dependent Insurance will be effective [at 12:01 A.M. Eastern Standard time:

1. if it is Non-contributory,] on the date the Dependent becomes eligible for insurance [regardless of when application was made; or
2. if it is Contributory and the Covered Person makes application within 31 days after the date the Dependent first became eligible, on the later of:
 - a. the date the Dependent becomes eligible for insurance, regardless of when application is made; or
 - b. the date the Dependent's application is approved by Us, if evidence of insurability is required.]

Dependents will not be insured until the [Employee] is insured.

[Evidence of insurability is required, at the Covered Person's expense, if a Covered Person applying for Contributory Insurance:

1. does not apply for Dependent Insurance within 31 days after the date the Dependent first became eligible; or
2. has previously terminated Dependent Insurance while in an eligible class.]

[Effective Date of Change in Covered Person or Dependent Insurance: A change in insurance that is made during a Re-enrollment Period will be effective at 12:01 a.m. Eastern Standard time on the later of:

1. the date of application;
2. the date We approve the Covered Person's or Dependent's evidence of insurability form, if evidence of insurability is required;
3. the first day of the pay period for which contributions for his insurance are deducted; or
4. the date the Covered Person or Dependent becomes eligible for the change in insurance, regardless of when application is made.

If the Covered Person is not Actively at Work due to Injury or Sickness, or is on a layoff or leave of absence, any increase in or addition to the Covered Person or Dependent insurance will be effective on the date the Covered Person returns to Active Work.]

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS (continued)

Termination of Covered Person's Insurance: The Covered Person's insurance will terminate [at 12:00 midnight Eastern Standard time] on the earliest of the following dates:]

1. the last day of the period]for which a premium payment is made, if the next payment is not made;
2. [the date he becomes a member of the armed forces on active duty, except:
 - a. for duty of 30 days or less for training in the Reserves or National Guard; or
 - b. to the extent coverage is continued under the Leave of Absence Continuation provision;]
3. [the date he ceases to be a member of a class eligible for insurance;
4. the date the Enrolling Group's insurance under the Policy terminates;]
5. the date the Policy terminates[, or with respect to a specific benefit, the date that such benefit terminates; or
6. the date he ceases to be Actively at Work, unless Active Work ceases during an approved layoff, medical or non-medical leave of absence, then the insurance will continue for up to 3 months from the date he stopped Active Work.
7. the date he is no longer Actively at Work due to a labor dispute, including but not limited to strike, work slow down or lock out; or
8. the date a benefit for a Critical Illness for each Category shown on the Schedule of Benefits is paid to the Covered Person or on his behalf.]

Termination of Dependent Insurance: Insurance on a Dependent will terminate [at 12:00 midnight Eastern Standard time] on the earliest of the following dates:

1. [the date he ceases to be a Dependent as defined in the Policy;
2. the date] he ceases to be a member of a class eligible for Dependent insurance[;
3. the date] the Covered Person's insurance under the Policy terminates[;
4. the date the Enrolling Group's insurance under the Policy terminates;
5. the date the Dependent becomes a member of the armed forces on active duty, except:
 - a. for duty of 30 days or less for training in the Reserves or National Guard; or
 - b. to the extent coverage is continued under the Leave of Absence Continuation provision;
6. the last day of the period] for which a Dependent's required premium payment is made, if the next payment is not made[;
7. the date] the Policy terminates[, or with respect to a specific benefit, the date that such benefit terminates; or
8. the date a benefit amount for a Critical Illness for each Category shown on the Schedule of Benefits is paid on behalf of that Dependent. However, payment of a Critical Illness benefit for one Dependent will not affect the insurance of other Dependents.]

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

]

CONTINUATION AND REINSTATEMENT PROVISIONS

Continuation during Grace Period: A Grace Period of [31 days] will be allowed for the payment of each premium after the first premium payment. During the Grace Period, the insurance will continue in effect provided the premium is paid[by the Policyholder] before the end of the Grace Period. The Grace Period will not continue the insurance beyond a date stated in a Termination Provision.

Note: Large brackets mean a Continuation provisions are in/out; may delete if n/a to options group selects. Small brackets denote variables in text.

Continuation during Leave of Absence: If the Covered Person is on Family or Medical Leave of Absence, or other leave of absence required by an applicable state or federal law, continuation of his insurance will be [governed by his Employer's policy on such leave not to exceed the greater of:

1. the leave period required by the Family and Medical Leave Act of 1993 (FMLA)
2. the leave period required by the Uniformed Services Employment and Reemployment Rights Act (USERRA);] or
3. the minimum leave period required by applicable state law.

We will continue the Covered Person's insurance if the cost of his insurance continues to be paid.

[If the Covered Person's insurance does not continue during such Leave of Absence, then when he returns to Active Work:

1. he will not have to meet a new Employee Waiting Period including a Waiting Period for insurance of a Pre-Existing Condition, if applicable; and
2. he will not have to give Us evidence of insurability to reinstate the insurance he had in effect before his Leave of Absence began.

However, time spent on a Leave of Absence, without insurance, does not count toward satisfying his Employee Waiting Period.]

Continuation of an Incapacitated Child: If, on the date a Child reaches the Maximum Age for Dependent Child as shown in the Schedule, he is:

1. covered under the Policy; and
2. an Incapacitated Child, as defined;

his coverage will not terminate solely due to age. The Covered Person must give Us notice of the incapacity [within 31 days] of the termination date.

The Child's coverage will continue as long as:

1. the Child qualifies as an Incapacitated Child; and
2. the required premium is paid.

We may, from time to time, require proof of continued incapacity and dependency. After the first two years, We cannot require proof more than once each year.

Reinstatement of Rehired [Employees]: If a Covered Person ends employment and is rehired within a year, he may be insured on his eligibility date for the insurance that he had under the Policy on the date his employment ended.

CONTINUATION AND REINSTATEMENT PROVISIONS

Reinstatement following Military Service: If the Covered Person's [or Dependent's] insurance under the Certificate terminates due to active duty in one of the uniformed services of the United States military, he will have the right to renew coverage on the same basis as before the suspension in the coverage took place, provided:

1. he is in the service for a period of [five years or less;]
2. he applies for reinstatement of coverage and pays the required premium [within 60 days] of his discharge from the service; and
3. the Policy is still in force, he is eligible for coverage, and he is Actively at Work.

As used above, uniformed services includes service in the uniformed services as defined in [Chapter 43 of Title 38.] Coverage will be reinstated without evidence of insurability or regard to Pre-existing Conditions except any that may have been previously excluded on the date coverage was suspended. The coverage will become effective on the first day of the month after military service terminates. However, the Policy will not cover a Critical Illness, loss or other disability resulting from the military service.

]

PORTABILITY

Portability: If the Covered Person's [and his insured Dependent's] insurance under the Policy ends [because his employment with the employer ends,] he may choose to continue his and his insured Dependent's Group Critical Illness coverage [under a group Portability policy] without providing evidence of insurability.

The Covered Person must be insured under the Policy [for at least 6 months] prior to the date his employment ends.

The Covered Person may port his insurance [or his insured Dependent's insurance] if coverage ends for any reason other than [:

1. he failed to pay premium for the cost of his insurance;
2. he is on an approved leave of absence;
3. he Retires;
4. the group policy is terminating;
5. he is or becomes insured under another group critical illness policy;
6. he resides outside of the United States or in a state where the coverage is not available;
- or
7. he is actively in military service or entering active military service.]

To apply for Portability insurance, [within 31 days] of the date the Covered Person's insurance ends he must:

1. submit a written application to Us; and
2. pay the first month's premium.

If the above conditions are met, such insurance will:

1. be issued without evidence of insurability; and
2. continue in effect provided the Covered Person continues to pay the cost of his[and his insured Dependent's] insurance.

The Portability insurance will end on the earliest of:

1. the date the Covered Person fails to pay the required premium[;
2. the date he Retires;
3. the date he becomes insured under any other group critical illness policy;
4. the date a benefit for a Critical Illness for each Category shown on the Schedule of Benefits is paid to the Covered Person or on his behalf[; or
5. the date he attains any Policy Age Limit stated in the Portability policy.]

Covered Persons rehired after porting insurance must either lapse his [and his insured Dependent's] insurance or provide evidence of insurability.

[The Portability coverage will be on the form the Insurer is then issuing for Critical Illness Portability purposes.]

[Insurer] as used in this provision means Us or another insurance company which has agreed with Us to issue Portability coverage according to this Portability provision.] The Portability coverage [may differ from Your coverage under the Policy.] The premium for the Portability coverage will be [based on the coverage and form of the Portability policy, as well as Your age and risk class.

[Retire] means, for purposes of Portability, the Covered Person has concluded his working career on a Full-time basis and:

1. he is receiving payments from a governmental retirement plan or any employer; or
2. he is receiving Social Security Retirement benefits.

]

GENERAL EXCLUSIONS AND LIMITATIONS

Note: Large brackets mean any exclusion is in/out; may delete if n/a to options group selects. Small brackets denote variables in text.

General Exclusions: We will not cover a Critical Illness under the Policy if it is due to:

1. an act [or accident of war, declared or undeclared, whether civil or international, and any substantial armed conflict between organized forces of a military nature];
2. loss sustained while on active duty as a member of the armed forces of any nation [except during any time period coverage is extended under the Continuation during Leave of Absence provision;]
3. any intentionally self-inflicted Injury;
4. active participation in a riot;
5. committing or attempting to commit a felony, or participating or attempting to participate in a felony;
6. use of alcohol or the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance, whether or not prescribed by a Physician;
7. cosmetic or elective surgery; or
8. attempted suicide, while sane or insane.

We also will not pay a benefit for a Critical Illness:

9. for which the Covered Person's or Dependent's Date of Diagnosis for any type of Critical Illness, as defined in the Policy, was prior to his Effective Date of insurance;
10. that was diagnosed outside of the United States or Canada, unless the diagnosis was confirmed by a Physician practicing within the United States or Canada; or
11. with respect to a Dependent who is a Child, that is caused by or contributed to by a congenital defect.]

Pre-existing Conditions Exclusion: We will not cover any Critical Illness that begins [during the first 12 months] after the Covered Person's [or Dependent's] Effective Date of insurance that is caused or contributed to by a Pre-Existing Condition.

Pre-Existing Condition means any condition for which the Covered Person [or Dependent] within [12 months prior to his Effective Date] of insurance:

1. was diagnosed by or received Treatment from a legally qualified Physician; or
2. had symptoms for which a reasonably prudent person would have sought Treatment.

If the Covered Person's [or Dependent's insurance] is increased, then a benefit based on the increased amount of insurance is not payable for a Critical Illness [which is first diagnosed during the 18 months following the Effective Date of his increase in insurance,] if it is caused by or contributed to by a Pre-Existing Condition. [For purposes of applying this provision, Effective Date of insurance as used in the definition of Pre-Existing Condition also includes the Effective Date of the Covered Person's or Dependent's increase in insurance.]

CONTINUITY OF INSURANCE UPON TRANSFER OF INSURANCE CARRIERS

Continuity of Insurance upon Transfer of Insurance Carriers:

The following rules apply when the Policy replaces a prior group insurance policy that is a similar group critical illness insurance policy. If the Policy insures Critical Illnesses which were not insured by the prior group insurance policy, benefits for these Critical Illnesses will be subject to [a Benefit Waiting Period and Pre-Existing Condition Exclusion] without reference to these rules.

Note: Large brackets means a Continuity provision is in/out; may delete if n/a to options group selects (for example, if there is no Waiting Period or Pre-X). Small brackets denote variables in text.

1. Determining the [Employee] Waiting Period: The continuous days during which the [Employee] was Actively at Work with the Employer immediately prior to the date the Employer's insurance under the Policy is effective, will be counted towards satisfying the [Employee] Waiting Period and determining the date upon which the [Employee] completes the [Employee] Waiting Period.

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2. Determining the Benefit Waiting Period: If the [Employee] was insured by the prior group insurance policy immediately prior to becoming eligible for insurance under this Policy for a period of time at least equal to the Benefit Waiting Period under this Policy, then he will not need to satisfy the Benefit Waiting Period of this Policy. Any insurance amount applied for in excess of the insurance amount issued to the [Employee] by the prior group insurance policy will be subject to the Benefit Waiting Period of the Policy.

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If the [Employee] was insured by the prior group insurance policy immediately prior to becoming eligible for insurance under this Policy for a period of time that is less than the Benefit Waiting Period under this Policy, then he will need to satisfy the Benefit Waiting Period of the Policy. The continuous days that he was insured by the prior group insurance policy immediately prior to the time of the transfer of insurance carriers will count towards satisfying the Benefit Waiting Period of this Policy. Any insurance amount applied for in excess of the insurance amount issued to the [Employee] by the prior group insurance policy will be subject to the entire Benefit Waiting Period of the Policy.

3. Application of Pre-Existing Condition Exclusion: If the [Employee] was insured by the prior group insurance policy immediately prior to becoming eligible for insurance under this Policy, he will be given credit for the time he was insured when determining whether the Pre-Existing Condition Exclusion would apply to his Insured Critical Illness. His insurance amount will be limited to the lesser of the amount that would have been paid by the prior group insurance policy, had insurance remained in effect, or the benefit payable under the Policy.

CLAIM INFORMATION

Notice of Claim: Written notice of a claim must be given to Us at Our Home Office by the Covered Person, or his authorized representative, within 30 days after the date of the Diagnosis of a Critical Illness. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's employer, or can be requested from Us. If the Covered Person does not receive the form from Us within 15 days of his request, written proof of claim should be sent to Us without waiting for the form. Written proof should establish facts about the claim such as nature of illness and Date of Diagnosis.

Filing a Claim: The Covered Person must fill out the claim form and then give it to the attending Physician. The Physician should fill out his section of the form and send it directly to Us.

Proof of Claim: Written proof of claim must be filed within 90 days after the date of the Diagnosis of a Critical Illness. However, if it is not possible to give proof within 90 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

Proof of claim must include[, at the Covered Person's expense:

- 1 the Date of Diagnosis;
- 2 a completed claim form signed by the Covered Person and Physician(s) including documentation furnished by the Physician and supported by clinical, radiological, histological, pathological and/or laboratory evidence of the Critical Illness. If the claim is for the Covered Person's Spouse, then the Spouse must also sign the claim form; and
- 3 the name and address of any Hospital or Medical Facility where Treatment was received and any Physician who provided Treatment prior to the Diagnosis.]

In the event of death, an autopsy confirmation identifying the cause of death[:

1. will be required for Myocardial Infarction; and
2. may also be required for other Critical Illnesses;]

where allowed by law.

Payment of Claim: All benefits are payable to the Covered Person. If he dies before a benefit is paid, [We will pay any amount due \[to his beneficiary if he designated a beneficiary, otherwise in the following order:](#)

1. to his legal Spouse;
2. to his natural or legally adopted children in equal shares; or
3. to his estate.]

Overpayment of Claim: We have the right to recover any overpayments due to fraud or any error We make in processing a claim.

The Covered Person must reimburse Us in full. We will determine the method by which the repayment is to be made. [We have the right to recover overpayment from the Covered Person's Spouse if living, otherwise Child under the age 26 or estate.]

Legal Action: The Covered Person or his Dependent, if applicable, may not bring suit to recover under this section until 60 days after he has given Us written proof of loss. No suit may be brought more than three years after the date of loss.

CLAIM INFORMATION

Physical Examination [and Autopsy]: We have the right to have a Physician of Our choice examine the Covered Person or his Dependent, if applicable, as often as reasonably necessary while the claim is pending. [We may also have an autopsy made in case of death, unless not allowed by law.] We will pay for the cost of the exam [or autopsy].

In the event of a dispute or disagreement regarding the accuracy or appropriateness of a Diagnosis, We have the right to also request an examination of the evidence used in arriving at a Diagnosis by an independent expert that We select in the applicable field of medicine. We will pay the cost.

Fraud: We will focus on all means necessary to support fraud detection, investigation, and prosecution. It may be a crime if the Covered Person or the employer knowingly, and with intent to injure, defraud or deceive Us, files a claim containing any false, incomplete, or misleading information. These actions, as well as submission of false information, will result in denial of the Covered Person's claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

[Incontestability: No statement made by any Covered Person relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such person's lifetime, nor unless it is contained in a written instrument signed by him.]

Misstatement Of Age: If a Covered Person's age has been misstated, premiums will be subject to an equitable adjustment. If the amount of the benefit depends upon age, then the benefit will be that which would have been payable, based upon the person's correct age.

Workers' Compensation: The Policy is not to be construed to provide benefits required by Worker's Compensation laws.